GEORGE E.COLE- LEGAL FORMS	TRUST DEED (ILLINOIS) For Use With Note Form 1448	FORMNO, 206 April, 1980		
•	onthly Payments Including Interest)	810733	}	
CAUTIO All warra	N: Consult a lawyer before using or acting under this for titles, including merchantability and hiness, are exclude	m. ed.	4	
THIS INDENTURE, mad	e August 2, GP. Heisey & Althea C. Heisey	1201	27251064	A - 11 52 88 435 0.00
5628 N. N				<b>PRINT</b>
Chicago,				
'herein referred to as "Mort I ank of Chicago	gagors, and Commercial Nati	onal (STATE)	2725106	.4 11 €2 88 d35 21
/ OU N. Western	Ave. Chicago, Illino	ois 60625		11 • 5 78 655 61
herein r .crre.' .o as "Trus	tee," witnesseth: That Whereas Mortgage	ors are justly indebted		For Recorder's UKCOnly
				17
per annum, such principal:	August 29, 1984 on the same of	nts as follows: One	aining from time to time unpaid a Hundred and Thirty-	t the rate of 16 per cent Nine &03/100
Dollars on the 29 h	yr september 19 84 and	One hundred t	hirty_nine_and_03/1	00
shall be due on the 29t	h and every month thereafter until said no	te is fully paid, except the	out the final payment of principal;	and interest, if not sooner paid,
to accrued and unpaid inte	rest on the unpartiperincipal balance and the	remainder to principal	the portion of each of said install	ments constituting principal, to
made payable at	hie, to that interest after the date for pays	iii thereo 60625e rate	or per cent per aimur	m, and all such payments being such other place as the legal
holder of the note may, fro principal sum remaining ur case default shall occur in t	m time to time in wating appoint, which n paid thereon, toget erwith accrued inter the payment, when die, of nyi, stallment of in the performance erwy ar are agreemen ys, without notice), and that are parties the	est thereon, shall become	t at the election of the legal holder se at once due and payable, at the accordance with the terms there	thereof and without notice, the place of payment aforesaid, in of or in case default shall occur
NOW THEREFORE	to secure the payment of the said prince of this Trust Deed, and the perfort ance of the sum of One Dollar in hand paid, the re-	beam of monay and inte	ort in accordance with the terms	nearly interned limitations of the
WARRANT unto the 1rt	the City of Chicago	tollowing described Re	ral Estate and all of their estate,	right, title and interest therein, STATE OF ILLINOIS, to wit:
Lot ni	ne (9) in Seymour Height	s, a srbalvis	on in the south hal	lf of Section six
(б), т	ownship 40 North, Range	13 East c. 📆	Third Principal Me	eridian, according
pages	plat recorded March 10, 49 and 50 in Cook County	, Illinois.	ment 6064205 in Bool	k 144 of Plats,
TOGETHER with al during all such times as M secondarily), and all fixtu and air conditioning (who awnings, storm doors and	wereinafter described, is referred to herein limprovements, tenements, casements, an ortgagors may be entitled thereto (which res, apparatus, equipment or articles now either single units or centrally controlled), windows, floor coverings, inador beds, a berabes en light tenebal des.	d appurtenances therets rents, issues and profits or hereafter therein or t and ventilation, includ toyes and water heaters	belonging, and all r. its, is uses at are pledged primating are on a pa acreon used to supply beaugas, r- ing (without restricting r before All of the foregoine are declar	nd profits thereof for so long and rity with said real estate and not later, light, power, refrigeration (oing), screens, window shades, a, nd agreed to be a part of the
articles hereafter placed in TO HAVE AND TO	n the premises by Mortgagors or their succ O HOLD the premises unto the said Truste	essors or assigns shall be e, its or his successors a	part of the mortgaged premis and assigns, forever, for the purpos	other apparatus, equipment or
Mortgagors do hereby exp	pressly release and waite. Heisey &	Althea C. Hei	sey	
This Trust Deed cons	ists of two pages. The covenants, condition	s and provisions appear	ing on page 2 (the reverse side of the	his Trust Der a) arr a comporated
successors and assigns.	hereby are made a part hereof the same :		e set out in full and shall be bine	ling on Mortgar ars, Seir heirs,
Witness the hands ar	nd seals of Mortgagors, the day and year fire			
PLEASE	Carl G. Heisey	(Seal)	11100	car,
PRINT OR TYPE NAME(S)	0.14 4.31		10-	
BELOW SIGNATURE(S)	<u> Althea C. Heise</u>	(Seal)		(Seal) 25
	Althea C. Helsey	<u></u>		భ్ర
State of Illinois, County of	in the State aforesaid, DO HEREBY C	ERTIFY thatCar		ary Public in and for said County  C. Heisey
IMPRESS				
SEAL HERE	personally known to me to be the san appeared before me this day in person. their free and voluntar right of homestead.	and acknowledged tha	ı <u>they</u> signed scaled and	ded to the foregoing instrument, delivered the said instrument as ing the release and waiver of the
Given under my hand an	d official seal, this29	July		1984
Commission expires		Throng m.	Emakable	Notary Public
This instrument was prep		(NAME AND ADDRESS)		
Mail this instrument to	Commercial National Ba	nk of Chicago		venue, 60625
-	(CITY) Chicago		Illinois (STATE)	(ZIP CODE)
OR RECORDER'S OF	FICE BOX NO.		•	

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance, licies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgag; clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in the interval of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- ... In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore results. (Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on froi. at many case of the partial payments of principal or interest on froi. at the partial payment or partial payments of principal or interest on froi. at the partial payment or default affecting said premises or contest any tax of assessment. All moneys paid for any of the purposes herein authorized and an eye respective payment or payment or payment or payment or any tax of assessment and the payment of the purposes herein authorized holder of the note to protect in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the which act... or in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with unwrite and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or the note shall never be considered as a waiver of any who is a payment or the part of Mortgagors.
- The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do ording to any oill statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the accu
- 6. Mortgagors shall pay not item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of he principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in he rit. 19al note or in this Trust Deed to the contrary, become due and payable when he default shall occur in payment herein contained.
- 7. When the indebtedness here! / secu ed shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or True ee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a motified and included by the laws of Illinois for the enforcement of a motified and included so delicities in the decree for sale all expent (ture) and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's 1 sessions and expenses which may be paid as the host rate of holders of the note for attorneys' fees, Trustee's fees, appraiser's 1 sessions and expenses which as the state of the late of the state of the decree of procuring all such obstracts of title, title searches and examinations, guarantee policies. Torrens certificates, a d s' m' at data and assurances with respect to title as Trustee or holders of the note may deem to the reasonably necessary either to prosecute such, and are to evidence to bidders at any sale which may be had pursuant to such decree the race condition of the title to or the value of the premises. It a justion, all expenditures and expenses of the nature in this paragraph mentioned shall be and the condition of the title to or the value of the premises. It is not one of the proceeding, to which either of them shall be a party, either 's plain iff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any s, it for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall or distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured and all the increases additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after 31, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regar 12, the ther value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, a case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any fur her time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other profits, and all other profits, and all other profits, and all other profits of the protection, possession, control, management and operation of the premises during the 12 ct. (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be on b some superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be stoject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable in es and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust be be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or any acts or omissions except in case of his own gross negligence or missconduct or that of the agents or employees of Trustee, and commy require indemnities satisfactory to him before exercising any power herein given.
- 31. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfact ry vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing and ill indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested (a sur-essor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification pure. The given be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal not an which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine note and he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

  14. Trustee may resime by instrument is writing field in the office of the Recorder or Register of Titles in which this instrument shall have
  - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county
in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and
authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been with proter identification No. ..

Trustee Asst. Vice President

END OF RECORDED DOCUMENT