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	an	This Indenture, N de November 7 19 84 between State Bank of Countrysic Illinois Corp., as trustee under trust agreement dated July 13, 1984 and known as	le							
5 15% -	ŗr	herein referred to as "Mortgagors," and  See Bank of Countrysme	0							
69-72-73		an Illinois banking corporation doing business in ( ) untry lide, Illinois, herein referred to as TRUSTEE, witnesseth:  THAT, WHEREAS the Mortgagors are justly indel ted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF  Twenty Thousand and 00/100								
. 1.5%	and delivered, in and by which said Note the Mortgagors promise to pay the sau puncinal sum and interest									
	State Bank of Countryside prime rate floating plus 1.5%	interest, if not sooner paid, shall be due on the 31st day of Oct. 19.85. All such a ways at son account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance make remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the maximular area permitted by law, and all of said principal and interest being made payable at such banking house or true, output ay in Countryside.  [Illinois, as the holders of the note may, from time to time, in writing appoid t, and in	, 001							
	rime rate	absence of such appointment, then at the office of in said City.  This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of fifle in other than the grantor(s) of the Trust Deed.	W 30							
	Countryside p	NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt	was prepared by.							
	e Bank of		filis Instrument was							
	*) Stat	SOUN COUNTY, HEINOIS FILED FIRE FICORD	נ ב							

Instrument was prepared by 4 3 0 1/2 State Bank of Countryside, 72., Joliet Rd Countryside, Illinais 60, 28

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TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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which, with the property hereinafter described, is referred to herein as the "premises."

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TO HAVE AND TO HO', he premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set /ort, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which Law rights and benefits the Mortgagors do hereby expressly release and waive.

## IT IS FURTHER UNDERSTOOL AND GREED THAT:

- 1. Mortgagors shall (1) promptly repair, r store or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroy d; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for house a expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on he n emises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Truste, or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erentification and premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the ast mereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all genera taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises who i due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To preve it die it hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgago a may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated in said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the instrance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtations secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or dartage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause the statch do each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in care of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any paymen's reprform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises of contergagory tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in contection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagory. Premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payability without notice and with interest thereon at the maximum rate permitted by law. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assesments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suite to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures 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 fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suite or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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- 8. The proceeds of any free losure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all cosa and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; seer (a), ll other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with intermining unpaid on the note; 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 ( a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointmen may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of a plication for such receiver and without regard to the then value of the premises or whether the same shall be then occupie ' characteristic or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the reals, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, directly the full statutory period of redemption, whether there be redemption or not, as well as during any further times when he ortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers where the protection possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income and in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deen, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such a plication 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 or of any provision hereof shall be suitect to any defense which would not be good and available to the party interposing same in an action at law upon the note here say eccured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises tall reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the p. mises, for shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduit or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereia given.
- 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Seccessor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Sucessor 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons thall have executed the note or this Trust Deed.

16. Mortgagor hereby volves any and all tights of redemption from sale under only criter or decree of foreclosure pursuant to rights berein greated on behalf of an ingreendance of the first order of the sale of the title of the sale o

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WITT State Bank of Co	NESS the hand_ ountryside as t	and seal under	of Mortgagors the day a	and year first above writt	984 and known
as trust #053		_ fSEAL.I			[SEAL.]
By: Susar	tsutti	[SEAL.]	Attest:/ homas	P. Bayle	[SEAL.]

Exoneration provision restricting any liability of the State Bank of Countryside stamped on the reverse side hereof, is hereby expressly made a part hereof.

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country legis it no seek them, a said that no per until limitary or present on presenting in account of the see at any time to account or a seek as a seek to be seen the source of the seek that the seek that the seek that the seek that was not to the seek that the said moreovalty, represent the seek that was contained, either respectively the seek that we personal handle.  STATE BANK OF COUNTRYSIDE 6724 Joliet Road Countryside, Illinois 60525	It expressly independed and agreed by and between the process of the control of t	Trustee PROPERTY ADDRESS	To STATE BANK OF COUNTRYSIDE	TRUST DEED For Instalment Note	Вох				
NAME State Base Address 6724 CITY COUNTY	RECORDING INSTRUMENT TO  LIKE of GUILLIAN  Jeliet ford  Totals Tife  RECORDERS BOX:	JE 25.25 MINDURAL MANAGEMENT AND MINDURA MA	For the protection of both the throat and lender, the note se urea by this Trust Deed should be idea that the Truste names herein before the Truste names herein before the Trust Deed is filed for recover.	The Instalment Side in entitled in the within Trust Deed in a been identified herewith under identificant of the property of Contact States of the states of	27 333 636				
COUNTY OF COUR ]	I, Notary Public in and for HEREBY CERTIFY TH THOMAS P. BOYLE, Vice	and residing in	Strickland n said County, in . JUTZI, Trust						
who _are_ personally known to me to be the same persons. whose name some subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged thatthey signed, sealed and delivered the said Instrument astheir_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  GIVEN under my hand and Notarial Seal this7th									
Count is tree as	NOTARY PUBLIC 5: MY COMMISSION F	day of	November Barkara	, A. D. J. Herr Notar	19 <u>84</u> Llas L y Public.				
E	ND OF REC	ORDED	DOCU	MENT					