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GEORGE E. COLE	FORMNO.2	206 12
LEGAL FORMS	TRUST DEED (ILLINOIS) April, 198	
	For Use With Note Form 1448	
	(Monthly Payments Including Interest)	27346482
	CAUTION: Consult a lawyer before using or acting under this form.	2 ~,01010~
	All warranties, including merchantability and fitness, are excluded.	<u></u>
	and the state of t	
THIS INDENTURE	made July 7, 69, 23, 99, 49, 83	5 20 27346482 A - REC 10
Jol	nnnie L. Maxey and Delores C.	5 2 0 2 7 3 4 6 4 8 2 A - REC 10
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9013 S. Black		
(NO. A	ND STREET) (CITY) (STATE) "Mortgagors," and Gene B. Norman and Joseph	
nerem retencuto as	Da Top Line Home Improvement Co.	
J. VICUILI G		
2135 N. Cice	ro Avenue Chicago, IL 60639 NDSTREET) (CITY) (STATE)	
		rd "Retail Instaryment For Recorder Use Only
to the legat lider of	"Trustee," witnesseth: That Whereas Mortgagors are justly indebte a principal promissory note, termed "始其指於宋代代史," of even da Wortgagors, made payable to Bearer and delivered, in and by whi	he "Retail Installment conclact"
note Mc (gar ors proi	y Mortgagors, made payable to Bearer and delivered, in and by whit nise to pay the principal sum ofOne_Hundred E.	fty-Six and OO/100
Dollars, and interest i	rom 30 days after comp. on the balance of principal	remaining from time to time unpaid at the rate of
per annum, such pri	.p. 1 sum and interest to be payable in installments as follows; _0.t. dr _ o, December, 184, and0000	
_		Dollars on but the final payment of principal and interest, if not sooner paid,
o accrued and unpaid	interest in the ur paid principal balance and the remainder to principal	ecount of the indebtedness evidenced by said note to be applied first pal; the portion of each of said installments constituting principal, to
he extent not paid w	then due, to hear interest after the date for payment thereof, at the	ate of 60639 per cent per annum, and all such payments being or at such other place as the legal
older of the note may	from time to till an annoint which note further provides	hat at the election of the legal holder thereof and without notice. The
orincipal sum remaini	ing unpaid thereon, to gether with accrued interest thereon, shall be	come at once due and payable, at the place of payment aforesaid, in in accordance with the terms thereof or in case default shall occur ust Deed (in which event election may be made at any time after the presentment for payment, notice of dishonor, protest and notice of
nd continue for three	days in the performance of a conter agreement contained in this Ti	ust Deed (in which event election may be made at any time after the
xpiration of said thre rotest.	e days, without notice), and hat all parties thereto severally waive	presentment for payment, notice of dishonor, protest and notice of
NOW THEREE	ORE, to secure the payment of thes id principal sum of money and in	terest in accordance with the terms, provisions and limitations of the
bove mentioned note Iso in consideration (and of this I rust Deed, and the per, Armance of the covenants and ag	reements herein contained, by the Morgagors to be performed, and by acknowledged, Morgagors by these presents CONVEY AND Real Estate and all of their estate, right, title and interest therein, for COOK AND STATE OF ILLINOIS, to wit:
VARRANT unto the	Trustee, its or his successors and assign the blowing described	Real Estate and all of their estate, right, title and interest therein,
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	g in the CILY OF CHILAGO COUNTY	OF COUR AND STATE OF ILLINOIS, to wit:
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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 on mow 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 policies 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 mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case 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 payment or perform 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 required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest reprincipal or interest required 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 or y it is also a paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which actify a neerin authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with at otice and with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of an right precruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Tr. stee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a..., this, 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 election of the holde's of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in use default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness he by sured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truste. 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 mortgage lee. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendi ares a deexpenses 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 on the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, an sin ilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such and assurances with respect to title as Trustee or holders of the note in connect on the decree of the title to or the value of the premises. In did for, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and are diately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connect on with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either a plain!" (alimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for an ecosteding which might affect the premises or the security hereof, whether or not actu
- 8. The proceeds of any foreclosure sale of the premises shall be 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 indebter in a additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining any id; 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 De d, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale "inhout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to me then volot 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, in c se of a ale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further the same shall be then of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when mortgagors, except for the intervention of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premises during the whole of in your formation of the protection, possession, control, management and operation of the premise during the whole of in your formation of the premise during the whole of in your formation of the premise during the whole of in your formation
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 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 times a d acc ss 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 Truster or 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evilor e hat all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the recess of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that an indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal 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 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.

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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.

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identified herewith under Identification No.	·	<u> </u>	
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