180-51015

707675

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

September 13

19.85 , between

Paul S. Brillisour, a bachelor

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal heider or holders being herein referred to as Holders of the Note, in the principal sum of

Thirty Three Thousand and no/100--

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF REARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest September 13, 1985 on the balance of principal remaining from time to time unpaid at the rate per cent per assum in instalments (including principal and interest) as follows:

Three Hundred Sixty-Eight and 33/100 Dollars or more on the 13th day October 19 85 and Three Hundred Sixty-Eight and 33/100 Dollars or more on 3th day of each month thereafter until said note is fully paid except that the final payment of principal an Unit est, if not sooner paid, shall be due on the 13th day of December, 1998 . All such payments on accor, t of the indehtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to p incipal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 10.5 per annum, and all of said principal and interest being made payable at such banking house or trust company in Lo Grange Park Illinois, as the holders of the note may, from time to time, Illinois, as the holders of the note may, from time to time. in writing appoint, and in absence of such appointment, then at the office of Charles Brillisour in said City.

NOW, THEREFORE, the dost agons to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitation of the student and the performance of the coverants and agreements herein contained, by the Mortepapers to be performed, and also in count, reation of the sum of One Dollar in hand paid, the receiver whereof is hereby acknowledged, do by these presents CONVLY and WARRANT unto the country of the containing the presents CONVLY and WARRANT unto the country of the countr

Parcel 1: Unit 211 "D" to etler with its undivided percentage interest in the common elements in Edgewood Villy Condominium D as delineated and defined in the Declaration recorded as Domarit Number 22520478, in the North East Quarter of Section 29, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easement of ingress and egress for the benefit of Parcel 1 as set forth and defined in Document No. 22249106.

18-29-202-040-1018

10711 West Fifth Avenue Cutoff, Countryside, 1121018.

which, with the property bereinstier described, is reterred to herein as the "premises."

TOGETHER with all improvements, tenements, exements, fixtures, and appurtenances ther our stomping, and all rents issues and profits thereof for so long and during all such times as Mortgagers may be entitled thereto (such as reddeep primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles how or hereafter theren or streng to supply heat, gas, air conditioning, water, sight, power, refrigeration (whether single units or centrally controlled), and in mission, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador beds, awn are some water beaters. All of the foregoing are declared to be a part of oad real cutate whether physically attached thereto or not, as do to append whater beaters. All of the foregoing are declared to be a part of oad real cutate whether physically attached thereto or not, as do to append which has a part of oad real cutate whether physically attached thereto or not, as do to append whater beaters. All of the foregoing are declared to be a part of oad real cutate whether physically attached thereto or not, as do to append that all similar appraising, equipment or articles hereafter placed in the premises by the mortgagers or their successors or assigns storm to account the constituting part of the real estate.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgar are, i, cir heirs. successors and assigns.

WITNESS the hand of Mortgagors the day and year first above written. Bullison _ | SEAL 1 SF ALI (Paul S. Brillisour)

STATE OF ILLINOIS. County of Cook

Charles R. Casper

a Notary Public in and for and residing in said County, in the State aforesaid, INO HERFBY CERTIFY

THAT Paul S. Brillisour, a bachelor

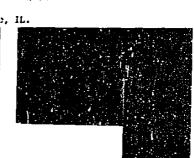
who <u>is</u> personally known to me to be the same person. instrument, appeared before me this day in person and acknowledged that signed, scaled and delivered the said Instrument as his. voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Scal this

Form 807 Trust Deed — Individual Mortgagor — Secures One Installment Note with Interest Included in Payment, R. 11/75 Page 1

Prepared by C. R. Casper, 547 S. La Grange Rd., La Grange, IL.





NOFFICIAL

THE COVERANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF TO 22 TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the juminess which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from me insaid's or other liens or claims for fem not expressly subordinated to the ben hereof; (c) 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 pitor lien to Trustee or to holders of the porte; (d) complete within a reasonable time any building or buildings now or at any time in process of execution upon said premises, les comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material diferations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water sharpes, sewer deposits of other charges against the premises when due, and shall pay metter request, furnish to Trustee or to holders if the note deplicate receipts therefor. To prevent default bereinder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors any desire to context.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,

service charges, and other charges against the premises when doe, and shall, upon written request, turnish to Trustee or to holders of the note-displosate receipts therefor. To prevent default hereinder 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 struated on said premises insured against loss or damage by fire, lightning or windstorm cand thool damage, where the lender is required by law to have its loan so insured under policies providing for garment by the source companies of momenys sufficient either to pay the cost of replicing or repaining the same or to pay in full the indebtedness writted 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 definer all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver reasons policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver required of Mortgagors in any form and manner deemed expedent, and may, but need not, make any payment or perform any act bereinbefore required of Mortgagors in any form and manner deemed expedent, and may, but need not, make any payment or perform any act bereinbefore required of Mortgagors in any form and manner deemed expedent, and may, but need not, make all no partial payments of principal or instead on principal and manner deemed expedent, and may, but need not, make all no partial payments of principal or instead on principal and manner deemed expedent, and may but as sen or other prior lien or title or claim thereof, or redeem from any tax sale or forfeituee affecting said promises or c

notwithtending of the note on in this Treet Deed to the contrary, become due and payable (a) immediately in the case of default in making payable (a) immediately in the case of default in making payable (a) immediately in the case of default in making payable (a) immediately in the case of default in making payable (a) immediately in the case of the Mortegoris herein contained of any. The agreement of the Mortegoris herein contained.

7. When the indebtedor of hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the tight to foreclose the net hereof. In any our to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the descrete for sile all expent or are and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' 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 a spended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, table mourance poticies. Toreing crit is (e.g., and similar data and assurances with respect to title as Trustee or holders of the note may deem to be examinably accessary either to pir accuse such such or to evidence to bidders at any sile which may be had pursuant to such decree the true creditions of the title to or the value of the primes. All expenditures and expenses of the nature in this paragraph mentioned shall become so make additional indebtedness secured be chy in dismandately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth for note securing this tiest deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or the note of the note in connection with (a) any proceeding, including probate and bankuptery proceedings, to which either of the accusity hereof, which much accounts of the defence

preparations (or the defense of any threatened vin' o' proceeding which might affect the premises or the security herein, whether or not actually commenced.

If 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 mendent to the foreclosure processings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof cost time ectured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest amounting unpaid on the tericitowith, 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 bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of sud-premises. Such appointment may be made either before or a ter ale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without it fails, to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be applied in the receiver. Such receiver shall have power to collect the resits, issues and profits of said premises during the pendency of such tor the use suit and, in case of a sale and a deficiency, during the full statutory period of receivers, whether there be redemption or not, as self as during any further times when Mortgagors, except for the intervention of such receiver, which be entitled to collect such reints, lives as of profits, and all other powers which may be necessary or are ostal muster cases for the protection, powersion, control, management and operative. If the premises during the whole of said period. The Coost form time in time may authorize the receiver to apply the net motion is the intervent which would not be reconstructed.

deficiency.

10. No action for the entorcement of the lien or of any promision hereof shall be subject to any defense which would not be good and available to the party interposing same in an a tion 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 resonable times and access thereto shall be

11. Trustee or the holders of the zota stall have the tiple to inspect the premises at all compile 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 premises, or to inquire into the salidity of the signatures of the identity, capacity, or authority of the signatures on the note or trust deed, not shall raistee be obligated to record this frust deed of to exercise any power herein given indeed expressly obligated by the terms hereof, not be liable for a sets of ormisions hereunder, capacity in case of its own given necknesses of that of the agents or employees of Trustee, and it may require indemntics satisfactory to it before exercising any power herein given.

13. Trustee thall release this trust deed and the lent thereof by proper instrument upon presentation. On infactory evidence that all indeheness secured by this trust deed and the lent filly paid; and Trustee may execute and deliver a release factor, to shall the request of any person who shall, either before or after mistanty thereof, produce and exhibit to Trustee the note, representing fast all indebtedness bereby secured has been paid, which representation Trustee may accept as the yrunne note hereon described any note which bears an identification number purporting to be placed thereon by a priori trustee may accept as the yrunne note hereon described any note which bears an identification number purporting to be placed thereon by the present bears of the more described his time thereof any note which purports to the executed by the present described on the note described and where the release is requested of the original trust, and it has never placed its identification number on the none described histem, it may accept as the gruine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the prevented and which conforms in substance wi

persons bettern designated as makers thereof.

14. Trustee may resign by matriment in writing 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 in mahility or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are zem gives Trustee.

become given Trustee.

15. This Trust Deed and all provisions bereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used berein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this institument shall be construed to mean "notes" when more than one note to used.

16. Before releasing this trust deed. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release beed in instead. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release beed in instead. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act." of the State of Illinois shall be applicable to this trust deed.

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO THEE. AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Identification No. 207675 CHICAGO TITLE AND TRUST COMP. Ity Applie Seasons suistanf Secretary, Assistant Vice President	Stuster.
AIL TO: C. 2. CASTER SH7 S LAGRANGE RE LA GIZANGE, ILL GETZS PLACE IN RECORDER'S OFFICE BOX NUMBER	FOR RECORDER'S INDEX PURP INSERT STREET ADDRESS OF A DESCRIBED PROPERTY HERE	

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