RECORDER'S OFFICE BOX NO......

THIS INDENTURE, made	Catoler 3	19.	95, <b>b</b>	etween Jose	h Johnson	Colita Johns	on, him wife
			ot ont.	I. Soltis		herein referred to as	"Mortgagors," and
herein referred to as "Trustee," termed "Installment Note," of	witnesseth: That Whe	reas Mortes	agors ar	e justly incident	d to the legal I	chilar of a principal	570minom note
9944 S Roberts Rd. Pa					3.00.7.424	oy milet to hear it	res victori, no
and delivered, in and by which Five thousand six hun	note Mortgagors promise	to pay the	, princip	al sum of	including		
Five thousand six hun	dred minety-eigl	11: 3 110/	(1 <u>0</u> 0_(	20,00,00 Pol	lars, XIXX interes	t from <u>Oakobus</u>	14, 1985
: <mark>अभ्याद केताकार : ठाः कृत्यस्य कृतीः श्रास्य</mark> to be payable in installments :	HINNY ROOM, HWO IN ALW	e chiedun.	CHECKE	<b>KOL</b> EKKINEN KA	Company Service	ing shops the second state of	and an all and a second a second and a second a second and a second and a second and a second and a second a
on the 14-14 day of 164s	is follows: One riting	Like A Like	10000000	3 (1 11 11 11	100 (1.07 1.00)	00 (10) 001	Dollars
on the 11/2 thin day of each at	ili avery month therenfts	and (1997	note le	i Mini si Ya Zi Kuliv polit avca	nt that the float	symmet of principal	Dollars
sooner paid, shall be due on the	14 th day of 10V	0015 O 1	1	9 alkau	ch coasomente noc	амын жан жан жан жан жан жан жан жан жан жа	MANGRATION SUBSTICAT
designation of the control of the co	to: (dented and the light and action	MINNERO: MOCH	махонем	MC HEIGHTHAL HAR	AMAGGAAM MRAGADA	n xightikan kakadi galaman	KAKAKAK KAI KAKKAK AN
or at such c. at the election of the legal hold to become at once due and payable, or interest in accordance with th contained in this Trust Deed (in parties thereto severally waive p	ner place as the legal hol r'acreof and without not at the place of payment a ter's thereof or in case which event election ma resentment for payment.	der of the nice, the prin foresaid, in a default sha y be made a notice of d	ote may scipal su case defi ill occur at any ti lishonor,	, from time to t in remaining un nult shall occur and continue fo me after the ex , protest and no	time, in writing a paid thereon, toge in the payment, w or three days in t piration of said t tice of protest.	ppoint, which note further with accrued inter ther with accrued inter then due, of any instal he performance of an hree days, without no	rther provides that crest thereon, shall liment of principal y other agreement tice), and that all
NOW THEREFORE, to se limitations of the above mentio Mortgagors to be performed, a Mortgagors by these presents C	ONVEY and WARRAN	or ins sun Tunto the	n or Or Trustee.	ie Dollar in na Lits or his succ	interest in acco the covenants ar and paid, the rec essors and assign	rdance with the term id agreements herein eipt whereof is here s, the following desci	is, provisions and contained, by the by acknowledged, ribed Real Estate,
and all of their estate, right, titl City of Ch.:o	CCUN	TY OF	and be	ing in the		AND STATE OF I	I I INOIS to with
City of Ch.: o PARCEL 1: Lot 2 in Fu	rko's Subdivisi	on oil' Lo	t 46	in Divisio	on 1 of	THE SINIS OF I	BENTAND, 10 MILE
Westrall's Subdivision	n of 208 acrec	wing in	io ii <b>zus</b>	t hall of	the Jouth		
West Quarter and the 38 North, Hange 15, A	South Mast Pract ast of the Phiri	tional () i Princi	marto ⊅al H	r of Socti eridian in	on 30, Tour Look Cour	nshilp Ly,	
Illinois.		. 4					
PARCEL 2: Lot 10 in R Number 1 of Testfall'					~~~!		_
					As.	21-30-410-	009
cessors or assigns shall be part of TO HAVE AND TO HOL and trusts herein set forth, free said rights and benefits Mortgay This Trust Deed consists of the incorporated herein by referomortageors, their beles, successo Witness the hands and seal	D the premises unto the from all rights and bent ors do hereby expressly I two pages. The covens mee and hereby are mad re and assigns.	said Truste efits under a release and mas, condition is a part her	ing by vil waive. ons and reof the	provisions app	earing ca rage 1	on Laws of the State (the reverse side of set out in full and sh	of Hinois, which
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PLEASE PRINT OR	Joegs y	d Mary			م (۱۵) من (۱۵)		(Seal)
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SIGNATURE(S)				(Set	ds.		/e1\
							(Seal)
State of Illinois, County of $-\frac{GQ}{2}$		. 12.,		I, t	the undersigned, a	Notary Public in and	for said County,
					CERTIFY that	Joseph Johns	on 2 loll in
IMPRESE		enelly know			ne person. <sup>()</sup> who		
SEAL Here	Pata					me this day in perso	n and acknowl.
ribria	edge froe	d that he	Ysign	ned, sealed and for the uses an	delivered the said		でよい ・
Given under my hand and offic	ial scal, this	24h		day of A	Optob	and La	19.75
Commission expires	St 14	19	λ. 	JEC.	sceni / 1	Dr. C. V.	Notary Public
This instrument was prepared	by			latri	cia I. 'Whi?	:	Notary Poblic
Roburt 301ths-9944 3	Roborts Rd. Pale	s Hills	, n.	60465			
(NAME	AND ADDRESS)	· · · · · · · · · · · · · · · · · · ·			OF PROPERTY		1 20
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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 building 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, alt 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 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 or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to grove the mortgaged 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 payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of my 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 assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the value, 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 holders of the rain pal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or interest, or in case default rock occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure is half become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee 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 debt. In "my suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expert sees 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, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after en'ry of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies, Torrens certificates, and similar da'a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evide ce 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. In addition, "xpenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imminimately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of themshall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises
- 8. The proceeds of any foreclosure sale of the premises shall be distribute, 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 indebtedness 'd'illonal 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 sale, without no ice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard 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 appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sile and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sair period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The unabledness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 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 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 and across 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 Trustee by 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 evidence 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 that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requised of a successor trustee such successor 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 by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never 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 Tules 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

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 4.75-84993

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.

Property of Coot County Clert's Office DEPT-01 RECORDING T#1111 TRAN 3410 10/17/85 11:02:00 #5351 # # -85-240497



## **UNOFFICIAL COPY**

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