(Monthly Payments including interest)

THIS INDENTURE, ma					0001	
	oct. 2	21,	<u>85</u>			
between Dauran	nao L. Houston,	, Bachelor and	d Ella		4 1	\$11.
M. Houston, S	pinster				YT-01 RECORDING 1333 TRAN 0198 12/	
1224 N. Massas	soit Chi	cago I]	.linois 606	51 , #4	1408 N C *-850	
herein referred to as "Mo	atteneurs," and					
Commercial N	itional Bank					
4800 N. Wente	orn Avonuo (Chicago Ill (CIIY)	inoley 6062 (STATE)	?5		
herein referred to as "Tr	ustee," witnesseth: That \	Whereas Mortgagors a	re justly indebted	The	Above Space For Recorder	
herewith, executed by Mote Mortgagors promise	ortgagors, made payable to to pay the principal sunt	of pearscally delater	प्राथमभूक समित्रकारी क	1 00/100	o time impaid at the rate of 1 no and 33/100 /100	
Dollars, and interest from	, Nov. 30,198	on the bala	nce of principal ren	mining from time to Hundred Ni	o time unpaid at the rate of £	20.31. per cent
Dollars on the30.th	day or. 2ec.	, 1985, andOr	o H ndred l	line and 33	/100	Dollars on
the JUTAN day of ea	ich and every month there	eatter until said note is	fully paid, except t	hat the final payme	nt of principal and interest, i	I not sooner paid.
to accrued and unpaid int	erest on the ungent princip	pal balance and the rer	n payments on acce namber to principa	is the portion of each	lness evidenced by said note hot said installments constit	uting principal, to
the extent not paid when made payable at . COM	due, to bear incless afte mencialNaxii/ana	er the date for payment 1. Bank . 4800	t thereof, at the rat NWestern	e of 20 31. per 	cent per annum, and all suc	h payments being place as the legal
holder of the note may, tr principal sum remaining	om time to time, in wr/ in anyard thereon, toge?!.er	grappoint, which note t with accrued interest t	urther provides tha hereon, shall becor	t at the election of t ne at once due and	he legal holder thereof and we payable, at the place of pays the terms thereof or in case deem election may be made at nent, notice of dishonor, pro-	ithout notice, the nent aforesaid, in
case default shalf occur in and continue for three da	the payment, when due, o ys in the performance of a	u' op 'e, "Steement eo at ' w' justaffment of bt	incipal or interest it ntained in this Trus	i accordanca with t t Deed (in which es	he terms thereof or in case d ent election may be made at	lelault shall occur any time after the
above mentioned note an above mentioned note an also in consideration of t	a, to secure the payment of d of this Trust Deed, and the he sum of One Dollar in	n the saw principarsum he performance of the hand only. It are exim	covenants and agre twhereast is hereby	rest in accordance s ements berein cont - ack assolutions - S	with the terms, provisions and ained, by the Morrgagors to b lorigagors by these presents of their estate, right, title and AND STATE OF I	inimiauonsorine orperformed, and CONVEY AND
WARRANT unto the Ti	ustee, its or his successor	is and assigns, the following	owing described R	ral Estate and all c	I their estate, right, title and	I interest therein,
The South 31	feet of the Sou	th 1/2 of the	e 5 1,/2 of	Lot 33 in 7	Todd's subdivisio Tion 5, Township	n
39 N. Range 1	1/4 or the East 3. East of the	Third Princi	no ch East pal Meridia	n, in Cook	County, Illinois	
•	~P					
Tax ID#16-05- Common addres	228-033 P s 1224 N.Massas	oit, Chi, IL	" KOKE MAY.			
		•	-00-00	1730	90 E	
					1 1 1 1	
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which, with the property	hereinatter described, is re	elerred to becom as th	e "premises,"			
TOGETHER with a during all such times as N	ll improvements, tenemen lortgagors may be entitled	its, casements, and app if thereto (which rents,	ourtenances thereto issues and profits (helonging, kinta). ire pledged priidali	tents, issues and profits there	of for so long and cal estate and not
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- 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 fribw or at any time in process of ejection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the disc 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 building, and improvements now or literaliter situated on said premises insured against loss on dimage 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 seemed 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 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 berein 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 protect the mortgaged premises and the fler 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 therein at the rate of one per cent per annum, function of Trustee or holders of the note shall never be considered as a waiver of any right itseems in 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, fait ment or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the or field of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof.
- 6. Mortgagors shall gay fact, item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the polar part 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 case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness byreby secured shall 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 be 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 letter in any suit 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, outless to it decree of procuring all such abstracts of tile, title searches and examinations, guarantee policies. Torrent certificates, and hereby did not assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit of 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and introduced and payable, with interest thereon at the rate of sane per cent per annum, when paid or hocurred by Trustee or holders of the note in connection set of an introduced in the rate of sane per cent per annum, when proceeding, to which either of them shall be a party, either as pla mill, claimant or detendant, by leason of the Trust Deed in any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the sair dissure hereof after account of such tight to foreclose whether or not accountly commenced; or (c) preparations for the delense of any threatened suit is pre-ceding which night affect the premises or the security hereof, whether or not accountly commenced. actually commenced:
- 8. The proceeds of any foreclosure sale of the premises should be discounted and applied in the following order of priority: First, on account of all coals and expenses incident to the toreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other leans which under the terms hereof constitute secured indebts are additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining united fourth, any overplus to Mortgagors, then helis, legal representatives or assigns as their rights may appearance to be interested in the following of the premises. Such appointment may be made either before or after saic, with a notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the heavile of the premises or whether the same shall be then occupied as it homestead or not and the Trustee hereunder may be appointed as such to either such receiver shall have nown to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in 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 turther three Nortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such case the protection; possession, control, manugement and operation of the premises during the whole of and period. The Court from time to time authorize, the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and efficiency.
- 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 be good and available to the party interposing same in an action at law upon the date hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times are access thereto shall be mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to receive his Trust Deed or to exercise any power-herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omass hereinder, exceptionease of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he has y require indemn 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 occured 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 requested 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 described need of the principal note and which purports to be executed by the persons herein designated as the milers 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 is substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 435 145 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. Commercial National Bank 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 entired to reasonable compensation for all acts performed hereunder. _Commercial_National_Bank

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.

the installment Note mentioned in the within Trust Deed has been

identified herawith under Identification No. Spohn

Trustee Asst. Vice President

-IMPORTANT

moreil

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.