OR RECORDER SOFFICE BOX NO

CAUTION, Consult a sawyer before using or acting under this furn

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THE PURENTURE	July 26, 19 86		
THIS INDENTURI	e L. Seawood, Divorced not since re-	j	
between E3318		DEPT-01 RECORDING 8641 0274	. 25
	. 98th. St. Chicago, Illinois	. 1#4444 Yesh 0218 97/12/32 64 to 6	Ç
herein referred to as of Chic		例929号D ※一つの・210071	L
(NO	Western Ave. Chicago, Illinois		
to the local holder of	"Trustee," witnesseth: That Whereas Mortgagors are justly indebted in principal promissory note, termed "Installment Note," of even date by Mortgagors, made payable to Benegrand definients, of and/orableb.	The Above Space For Recorder's Use Only	-
Doilars, and microst per annum, such pgis	normal sum a sacratecest to be marable in installments as follows: Une	hundred Twenty Six and 70/100	
shall be due on the	of each and every month thereafter until said nivie is fully paid, except the 4th day of September 193 all such parameters on account	int of the indebtedness evidenced by said note to be applied first	
to accrued and unpar	id interest on the unjust principal balance and the remainder to principal, when due, to hear interest year the date for payment therest, at the rate	the portion of each of said and amount of chiral of this principal, to	
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protest. NOW THEREF above mentioned not also in consideration	ORE, to secure the payment of the said principal sum of money and interested and of this Trust Deed, and the performance of the consenants and agrees of the sum of One Dollar in hand pead, the constitutement is hereby as Trustee, its or his successive and assigns, the following described Res	Cook	5.4103
situate, lying and bea	City of Chicago	Cook	Y
tast of	the Third Principal Heridian, in Cock Co	on 8, Township 37 M., Range 14, unty, Illinois.	
Common	the Third Principal Meridian, in Cock Col address: 1335 W. 98th. St. Chicago, IV 5-08-114-007	unty, Illinois.	
Common	address: 1335 M. 98th. St. Chicago, IV	unty, Illinois.	
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IDP CODE

THE FOLLOWING ARE THE COVENANT'S CONDITIONS AND PROVISIONS RESERVED TO ON PAGE I (THE REVERSE-SIDE OF THIS TRUST DEED) AND WHICH FORM A PAFT-OF THE TRUST DEED WHICH THERE ABGINS:

- 1. Mortgagors shall (1) keep hid premise 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 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.
- 13. Morthagore mail keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lighthing 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 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 autorneys' 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 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 nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a warver of any right accruring 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 inquiry into the accuracy of such bill, statement or estimate or into the ability 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 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 case default, hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby second 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 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 dibt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures an expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraises' fees, outlays for documentary and expense exidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after intry of the decree) of 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 suit or to evidence to hidders 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 mix of the proceedings, to which either of them shall be a party, either as printing data and payable, with interest thereon at the rate of nume per cent per annum, when proceedings, to which either of them shall be a party, either as printing data and payable, with might affect the prevaled or any indebtedness bereby 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) preparations for the defense of any threatened suit or proceedings to such right to foreclose whether or not actually commenced.
- 3. The proceeds of any foreclosure sale of the premises shall be \$\tilde{\tilde
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Devid, 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 notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times then Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which, hay be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid 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 indebtedness 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 a bject 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 access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, not 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 becaused, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and or may require indomnities satisfactory to him before exercising any power herein given.
- 13. Traine shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness societies 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 district may accept as the genting hote herein described any note which bears a certificate of identification purporting to be exceuted by a point trustee hereunder or which conforms in substance with the describion herein contained of the principal note and which purports to be excepted by the persons herein desiribed as the makers thereof; and where the release is requested of the original trustee and he has severe executed year thereof and intermediate of the principal note described herein, he may accept as the genuine principal hote herein desirbed 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. Commercial National Bank of Choo. Lail 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 bereof, 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 role, or this Trust Deed.

IMPORTANT

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.

The Installment Note mentioned in the within Trust Deed has been identified herwith under pentification 1466862