GEORGE E.COLE

OR RECORDER SOFTICE BOXNO 333

		(Monthly Payments								
		CAUTION Consult a lawyer belo All warrannes, including merchai	e using or acting unitability and litness	inder this form , are excluded		17.10	l			
				1116	114R 25	ΛK : 50	)	8611	3278	
	THIS INDENTUR	e, made	March J		19 86					
	between Star	ley Maciasz an	d Elizabe	eth Macias	2,					
		wife	,			1				
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١		W. 95th St. (		, IL 6045	STATE					
•	·	"Mortgagors," and				ľ				
>	Oak	Lawn National	Bank							
•	9400	S. Cicero Ave	. Oak La	awn. IL 6	0453	ſ				
	(NO	AND STREET)	(CIT	Y) (	STATE)					
	to the legal holder of	"Trustee," witnesseth: I a principal promissory ne	ote, termed "Ir	nstallment Note,	i of even date	٠ اــــــــــــــــــــــــــــــــــــ	The Above Sp			
	herewith, executed bandle Mortgagors pro	y Mortgagors, made pay, mise (o pay the principal	oble to Bearer sum of	red Rundred	"Thousay	nd and 00,	/100			
	Dollars, and interest	muse opay the principal to an March 18, neighbors and interest to straw ar April	1986	on the balance	of pencipal re	maming Itom ti	me to time unp	aid at the rate	of 10.90 ty Four	percent and 89/
	per annum, such pru	sepal substand interest to	be payable in i u86	nstaliments as to One Th	ousand (	one Hundr	ed Twenty	Four ar	d 89/100	l diare no
	the 1st day	of each a "fer ary month	thereatter unti	I said note is talk	naul except	that the final pa	isment of princ	mal and inter	est, il not sooi	er paid.
	shall be due on the	1st Man Man	rch 1	9 91 all such pa	sments on acc	count of the inde	btedness evide	need by said i	sote to be app	hed first
	to accrued and unput	(Finiterest on the unfiald p	rincipal balanc ration tha data	c and the remain for norment the	uci to princip reor at the co	ar: the portion $a_{ m re}$ of $-12.90$	oreagn or sald if Oper cent ner a	istannienis co nnum-and-a	nsmunng prin Lsuch navmen	cipai, to ts being
	made payable at	then due, to bear in cress 9400 S. Cicero	Ave. C	Dak Lawn,	11. 6045	3	,	er at such off	er place as t	he legal
i	holder of the note ma	y, from time to time, in 5	Callig appoint, ther with accru	which note tutth ied interest there	er provides th on, shall beco	ad at the election one at once due	a of the legal ho and pavable, a	lder thereof a Lthe place of	nd without no payment alore	tice. the esaid, in
i	case detault shall occ	ur in the payment, when d	uc. of a tymsta	allment of princip	alorintetest ied in this Tin	m accordance w ist Deed on whi	ath the terms ti ch event electio	icteof or in c. a may be mad	ise default shi le at any time :	ill occur ilter the
	expiration of said the protest.	ee days, without notice).	and the call pa	itties thereto sevi	erally waive p	resentment for	payment, notic	e of dishonor	, protest and r	otice of
	NOW BUILDED	ORE, to secure the paym	ent of the soid j	principalsum of r	money and into	erest in accorda	nce with the ter	ns, provision	and limitation	is of the
	ales in warmings at a ration	e and of this Trust Deed. a of the sum of One Dolk	ir in hand mai	I the recent wh	ereof is beind	w acknowlective	a. Morteagors	by these mes	ents CONVE.	YAND
		e frustee, its or his succeed in the Village			g described b	Ceal Estate and			r and interest 3F II LINOIS	
	situate, tying and oci	ng mine villinge		(3.147)	CONTRACTO	Cool نت			73 14 6.1. 117.1.	
	ints I and 2	(except the No	orth 16.5	.awr. 5 feet the	.counin			awn Camp	bell's	
	Lots 1 and 2 Subdivision	(except the No in Section 9, 1	orth 16.5	feet the	reof) in	Block 6	in Oak L	awn Camp ird Prin	bell's cipal	
	Subdivision	(except the No	orth 16.5 Township Hingis <u>.</u>	feet the	reof) in	Block 6	in Oak L	awn Camp ird Prin	bell's cipal	
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- THE FOLLOWING ARE THE COVENANTS CONDITIONS AND PROVISIONS RESPERED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE SEGINS:

  1. Mortgagors shall (1) kee, saie premise in good condition and repair, without water (1) 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.
- 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 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 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 waiver of any 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 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 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 this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby sermed 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, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage (b) 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, out asys for documentary and expent evidence, stem-graphers' charges, publication costs and costs (which may be estimated as to items to be expended rater entry 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 to be 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 immediately 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 connection vith a 'any action, suit or proceedings, to which either of them shall be a party, either as purpose distainant 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.
- 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 indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining a prict; 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 Doed 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 men 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which in ay be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may 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 recess 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 Trust e 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 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 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 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 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.

The Installment Note mentioned in the within Trust Deed has be	een
identified herewith under Identification No.	
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