## TRUET DE LA CORTA TALE CORTA TRUET DE LA CORTA TRUETA TRUET DE LA CORTA TRUET DE LA

(Monthly Payments including Interest)

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THIS INDENTURE, made June 20 19 86	
Thomas T. Cardner (diversed)	
690 Manor Court	
,	
Des Plaines, IL 60016 (NO AND STREET) (CITY) (STATE) Increm referred to its "Mortgagors," and	
First National Bank of Des Plaines	
701 Lee St. Des Plaines, IL 60016 (NO AND STREET) (CITY) (STATE)	701 Lee St. Des Plaines. IL 60016
to a single property of the state of the sta	de la companya del companya de la companya del companya de la comp
to the legal holder of a principal promissory note, termed "installment Note," of even date herewith, executed by Mortgagors, made payable to 18 Mar and delivered, in and by which note Mortgagors promise to pay the principal sum of welve Thousand Six Hu Dollars, and interest from June 20, 1986 on the balance of principal recommendations.	undred Seventy Eight and 73/100***
per annum, such principal sum and interest to be payable in installments as follows: F1f	fteen and NO/100***
Dollars on the 20th day of June 1986 and Three Hundred the 5th day of each and wer, month thereafter until said note is fully paid, except	igust 15, 1986
shall be due on the 5th day of J11Ly	eount of the indebtedness evidenced by said note to be applied first al жигрыния комына ком коминальный ком ком пределжительного политического политическог
made payable at First National Bink of Des Plaines holder of the note may, from time to time, in writing appoint, which note further provides the reincipal sum remaining unpaid thereon, together with accrued interest thereon, shall become defaultshall occur in the payment, when due, of my installment of principal or interest and continue for three days in the performance of any of my installment of principal or interest and continue for three days in the performance of any of my agreement contained in this Treexpiration of said three days, without notice), and that my agreement contained in this Treexpiration of said three days, without notice), and that my agreement contained in this Treexpiration of the said principal sum of money and into NOW THEREFORE, to secure the payment of the said principal sum of money and into the said principal sum of	ome at once due and payable, at the place of payment aforesaid, in in accordance with the terms thereof or in case default shall occur ast Deed (in which event election may be made at any time after the presentinent for payment, notice of dishonor, protest and notice of the terms in accordance with the terms, provisions and limitations of the
above mentioned note and of this Trust Deed, and the perform. The the covenants and agralso in consideration of the sum of One Dollar in hand paid, there eight whereof is hereby WARRANT unto the Trustee, its or his successors and assigns. The common described is situate, lying and being in the City of Des Plaines COUNTY Real Estate Tax Identification Number: 05-18-311-00	reements herein contained, by the Mortgagors to be performed, and by acknowledged, Mortgagors by these presents CONVEY AND Real Estate and all of their estate, right, title and interest therein, OFCOOKAND STATE OF ILLINOIS, to wit:
in the City of Des Plaines, Maire Township, in Cool	Multy, Itilinois.
*If any of the aforementioned monthly payments are padue date, a \$5.00 late charge will be assessed.  *After maturity of the final instalment, interest shawhich, with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, easements, and appurtenances therefore during all such times as Mortgagors may be entitled thereto (which rents, issues and profits secondarily), and all fixtures, appurences continues therefore the conditioning (whether single units or centrally controlled), and ventilation, includ awnings, storm doors and windows, thoor coverings, mador beds, stoves and water heaters mortgaged promises wholes the premises by Mortgagors or their successors or assigns shall be TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors are herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemmortgagors do hereby expressly release and waive.  The name of a record owner is:Thomas J. Gardner (divorced)  This Trust Deed consists of two pages. The covenants, conditions and provisions appears therein by reference and hereby are made a part hereof the same as though they were here successors and assigns.	o belonging, and all reases issues and profits thereof for so long and are pledged primarity end on a parity with said real estate and not thereon used to supply a rat, gas, water, light, power, refrigeration ling (without restricting the largegoing), screens, window shades, with the loregoing are levelated and agreed to be a part of the ings and additions and all standard error other apparatus, equipment or expand to the mortgaged premises and the mortgaged premises and assigns, forever, for the purp, ses, and upon the uses and trusts imption Laws of the State of Illinois, which said rights and benefits ling on page 2 (the reverse side of this Trust Deed) are incorporated
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## THE POLLUPYING ARE THE COVENANTS, CONDITIONS AND PAGE SIONS REFERED TO DN 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 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 alterneys fees, and any other moneys advanced by Trustae 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 velidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ear', 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 rote 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 defaults hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure a 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 one 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 act. 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 springes 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, outlat s for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such ubstracts 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 or vidence to bidders at any sale which may be had pursuant to such decree the true confiction of the title to or the value of the premises. In addition, at 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 with or any action, suit or proceedings, to which either of them shall be a party, either as plain iff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or moderating which might affect the premises or the security hereof, whether or not actually commenced.
- B. The proceeds of any foreclosure sale of the premises shall be discribined and applied in the following order of priority: First, on account of all easts 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 indebted iether and interest thereon as herein provided; third, all principal and interest remaining unpend 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 Der a, 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 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 sale and a deficiency, during the full statutery 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 tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said neriod. 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 unserior 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 rocess 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 to 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 the 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 is a 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 us 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
  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 trave

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 no' 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.

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identified herewith under Identification No.										
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