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

11.00

(Monthly Payments including interest) CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any wemonty with respect thereto, including any warranty of merchantability or timess for a particular purpose 86368791 8/14/ THIS INDENTURE, made Lawrence Turner & Gwendolyn Turner S, 18th Ave. Maywood 11 60153 (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Maywood Proviso State 411 W. Madison Maywood II 60153

(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bester and delivered install to which note Mortgagors promise "9 pay the principal sum of F1 F1 F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note Mortgagors promise "9 pay the principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of F1 CHR 11 Thousand which note the payable principal sum of the payable principal sum of the paya The Above Space For Recorder's Use Only Dollars, and interest from 1 8/14/86 on the balance of principal remaining from time to time unpaid at the rate of 89/168 per cent property such principal sur and interest to be parable in installment as follows: Three hundred twenty nine and per annum, such principal surpand interest to be payable in installments as follows:

Three hundred twenty nine and 89/100——
Dollars on the 15th may a September 19 86 and Three hundred twenty nine and 89/100—— the \_\_\_\_\_15th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the \_\_\_15th/a/o/ August \_\_\_\_\_, 19.86 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the ay aid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear m'test after the date for payment thereof, after are of ... 13.50 per cent per annum, and all such payments being made payable at 411 W. Madasti Maywood II Maywood II 60153 and the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case defaultshall occur in the payment, when due, May installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of my of er agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and the call parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of NOW THEREFORE, to secure the payment of the scill principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performer of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assign, the following described Real Estate and also their estate, right, title and interest therein, situate, lying and being in the \_\_\_\_\_City\_of Maywood \_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_ AND STATE OF ILLINOIS, to with The South 30 feet of the North 60 feet of You 17 in Broadview Estate Addition to Maywood in the West 1 of Section 15, Township 39 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois. 21 AU3 86 4: 10 which, with the property hereinafter described, is referred to herein as the "premises, Permanent Real Estate Index Number(s): 15-15-307-010 60153 Maywood Il Address(er) of Real Estate: 1827 S. 18th Ave. TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and 'a re its, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primar' and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting π loregoize), screens, window shades, awaings, storm doors and windows, floor coverings, inador beds, sloves and water heaters. All of the foregoing ire occlared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and an similar, or other apparatus, equipment or articles the relative placed in the premises by Mortgagors in their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, torever, for the purposes, and upon the uses and trusts herein set touch, tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinots, which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is: Lawrence Turner δ Cwembolyn Turner his wife This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Pard) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on I for gagors, their heirs, successors and assigns. witness the hands and seals of Mortgagors the day and year first above written. Gwendolyn Jurner surence Turner Lawrence PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) in the State aforesaid, DO HEREBY CERTIFY that Lawrence Turner & Gwendolyn Turner State of Illinois, County of \_\_\_\_Cook\_\_\_\_ hie wife IMPHESS personally known to me to be the same person . 8 whose name are \_\_\_ subscribed to the foregoing instrument, SEAL appeared before me this day in person, and acknowledged that the hey signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the their. right of homestead. 19\_86 August Given under my hand and official sent, this 14th.
Commission expires 19.50 ١ ( صورور Notary Public 60153 411 W. Madison Maywood Il ' Clay Belongia Maywood Provisc State Bank
411 W. Madinon This instrument was prepared by

Maywood IT

(STATE)

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(ZIP COOE)

- THE FOLLOWING ARE THE COVER INTO CONDITIONS AND PROJISIONS REFERRED TO ON AGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH TO THE TRUST DEED WHICH TESTE VEGINS:

  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 srection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) milks no material alterations in said premises except an 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, Trustale 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 minner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchair, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or radeem 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 conjection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgiged 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 the con 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 nolders of this note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stat ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid y of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay eac', them 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 shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby neutred 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 about 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 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 altorneys' fees, Frustee's fees, appraiser' fees, ound a feet of occumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after early of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and simil r devidence to bidders at any sale which may be had pursuant to such decree the Irne 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 imm directly 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 wit' (a any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plantif, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the decree of any threatened suit of proceedings the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be dis...!- ... d and applied in the following order of priority: First, on account of all costs and expenses incident to the ipreclosure proceedings, including a last chitems 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 input; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the fiting of a complaint to foreclose this Trust Deer, 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 Morigagors at the time of application for such receiver and without regard to the them 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 full statutory, period for redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which any he necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of a side 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 becore 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time, 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, nor shall Trur ee 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 may acts or omissions hereunder, except in case of his own group negligence or misconduct or that of the agents or employees of Trustee, and he has 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 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 not 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

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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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