## TRUST DE EDVIL UNOS February 1 1 85

(Monthly Payments Including Interest)

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	ade July 14,	1	DEFT-01 RECORDING	.40 00
between <u>Kathy</u>	n A. Wendt a widow and not	since remart:	. T#0222 TRAN 2233 (	\$12.00
			#2920 # <b>113</b> **	77 40 00 00
9200	Homestead Lane Bridgevia	ew. Il.	COOK COUNTY RECO	7-400923
(NO. AND	STREET) (CITY) ortgagors," and <u>Maywood Proviso S</u>	(STATE) State Rank	2001 202141 1/200	MACK
nerem reterreu to as Mi	orgagors, and			
				10° 30° 13.
411 W. Madi	son Maywood I1 60	)153 (STATE)		
herein referred to as "Ti	usice " witnesseth: That Whereas Mortgagors as	re justly indebted 1	The Above Space For Recorde	r's Us <b>e Qal</b> y
to the legal helder of a pe herewith, executed by M	rincipal promissory note, termed "Installment No lortgagors, made payable to Bearer and delivered e to pay the principal sum ofEourteen_tl	ite," of even date L. I, in and by which		4100
note Mortgagors promis	e to only the principal sum of _Fourteen_tl 	iousand-twohi	indred_thirty=two_and_00	/-1///
per annum, such princip	al sum and interest to be payable in installments a	is follows: Three_hi	indred five and 90/100-	
Dollars on the 15th	day of August 19_87and Three	e hundred fix	e and 90/100	Dollars on
the 15th day of e	ach and were month thereafter until said note is i	fully paid, except that the	ne final payment of principal and interest,	if not sooner paid,
shall be due on the15	th dry of 1.114 , 1992; all such	npayments on account on ainder to principal; the	of the indebtedness evidenced by said note portion of each of said installments consti	e to be applied first tuting principal, to
the extent not paid when	the to bear lite extafter the date for nayment	thereof, at the rate of .	12.50ber cent per annum, and all su	ch payments being
made payable at 41	1 W. Madiso Maywood I rom time to time, in withing appoint, which note funpoid thereon, to sther with accrued interest it	<u>[1 60153 </u>	or at such other	place as the legal
principal sum remaining	unpoid therean, to cher with accrued interest the	nereon, shall become at	once due and payable, at the place of pay	ment aforesaid, in
case default shall occur if	tine payment, when due, c. an / installment of pri	neiparor interest in acci	ed (in which event election may be made a	t any time after the
expiration of said three c	lays, without notice), and that all parties thereto	severally waive present	ment for payment, notice of disnanor, pr	otesi and nonce of
NOW THEREFOR	E, to secure the payment of the said principal sum dof this Trust Deed, and the performance of the cuthe sum of One Dollar in hand paid, "ne eccipt rustee, its or his successors and assignation follows:	of money and interest i	n necordance with the terms, provisions an	d limitations of the
also in consideration of	the sum of One Dollar in hand paid, he eccipt	whereof is hereby ack	nowledged, Mortgagors by these present	S CONVEY AND
warrant unto the 1.	theCity-of-Bridgevie	COUNTY OF	AND STATE OF	ILLINOIS, to wit:
stitute, lying and being a	orty-or Bridgevie		COOR	·
	ield, A Subdivision of Part			
the South West 1	of Section 6, Township 37 No for 1965, Easement and condi	orth, Range 13	B, East of the Third Pri	ncipal Meridian
Subject to taxes	ior 1965, Easement and condi in Cook County, Illinois.	itions records	d January 25, 1957 as D	Ocquient OO
vaniber 10010705;	in door dodney, illimote.	46		$\sim$
	the first the defendance to another more than			
	hereinafter described, is referred to herein as the	e "premises,"	1_	
which, with the property Permanent Real Estate	02 06 017 006	e "premises," FAD W	<del></del>	<del>2600</del>
Permanent Real Estate	02 06 017 006	FAD WA		87400923
Permanent Real Estate Address(es) of Real Esta	Index Number(s): 24-06-317-026	Ff() W Bridgeview, I		
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Permanent Real Estate  Address(es) of Real Esta  TOGETHER with a during all such times as N secondarily), and all fixt and air conditioning (wh	Index Number(s): 24-06-317-026  tte: 9200 Homestead  Ill improvements, tenements, easements, and app fortgagors may be entitled thereto (which rents, ures, apparatus, equipment or articles now or her tether single units or centrally controlled), and of the stores floor controlled in the stores.	Bridgeview, I aurtenances thereto be lo issues and profits are pleaster therein or thereo ventilation, including (in any water heaters. All	nging, and all rents, issues and profits the edged prim rily and on a parity with said in used to supr. Then, gas, water, light, p without restricting the foregoingly, screen of the foregoing are a selared and perced	reof for so long and real estate and not ower, refrigeration s, window shades, to be a part of the
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- THE FOLLOWING ARE THE COVERAGES, CONDITIONS AND PART OF THE PART DEED TO OVERAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM PART OF THE PART DEED WHICH FORM PART OF THE PART DEED WHICH FORM (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 statisactory 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. Mortgapors shall any before any previously consented.
- 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 holicy, 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 v.a. 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 acc using 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, streament or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the verticity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay tac't 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 nall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby occured 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 in a 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 ide. 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, outlays to 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 abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sin ilar 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 e idence 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 addi ior, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immenantly 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 nate in connection vith (v) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, cither as pais in it, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby recedings, to which either of them shall be a party, cither as pais in 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 roce ding which might affect the premi
- 8. The proceeds of any foreclosure sale of the premises shall be dir rib ited and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including of such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte ine and additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining on a different 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 D ed, 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 velue 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 sale and a deficiency, 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 have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sale region. 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 which 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, nor shall Trust e he 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.

## 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 herewith under Identification No.