-87-481102

(Monthly Payments Including Interest)

CAUTION: Consult a lewyer before using or acting under this form. Neither the publisher nor the seller of this form

manual any wasterny waste required interest, measuring any manually section and the section of t	-
THIS INDENTURE, made AUGUST 15, 19 87	
between EDWARD R. URBANSKI AND SARAH J. URBANSKI,	
husband and wife	8240
3203 SOUTH THROOP STREET - CHICAGO, IL. 60608 (NO.ANO STREET) (CITY) (STATE)	87481102
herein referred to as "Mortgagors," and THE DISTRICT NATIONAL BANK	
OF CHICAGO, A National Banking Association	
1110 WEST 35th STREET - CHICAGO, IL. 60609 (NO AND STREET) (CITY) (STATE)	
herein referred to us "Trustee," witnesseth: That Wherens Mortgagors are justly indented to the legal holder of a principal promissory note, termed "host allment Note," of even date	The Above Space For Recorder's Ose Only
herein referred to us "Trustee," witnesseth: That Whereas Mortgagors are justly indehted to the legal holder of a principal promissory note, termed "tipstallment Note," of even date herewith, executed by Mortgagors, made payable to "tipstallment Note," of even date note Mortgagors promise of pay the principal sum of \$1.4 Tild SAND SIX HUNDER Dollars, and interest for a disbursement date in the balance of principal rem	RED FIFTEEN & no/100, (\$6,615.00)
Dollars, and interest from dispursement de en the balance of principal rem per annum, such principal rem and interest to be payable in installments as follows: ONE	annual from time to time unpaid at the rate of 44,50 per cent trivorse present (\$110,25)
Dollars on the 29th day of SEPT. 187, and ONE HUNDRED TE	N & 25/100 (\$110.25) Dollars on
29th the of each end warm munth thereafter until soul cote is fully raid except the	at the final payment of erineinal and interest. If not somer nuid.
shall be due on the 29th day at AUGUST 19 92all such payments on according to accrued and unpaid interest on the two paid principal balance and the remainder to principal.	unt of the indebtedness evidenced by said note to be applied first , the partian of each of said installments constituting principal, to
the extent not paid when due, to hear i der it after the date for payment thereof, at the rate	of 12,500 per cent per annum, and all such phyments being
made payable at THE DISTRICT NATIONAL BANK OF CHICAGO holder of the note may, from time to time, it writing appoint, which note further provides that	or at such other place as the legal actine election of the legal holder thereof and without notice, the
made payable at THE DISTRICT NATIONAL BARK OF CITCAGO holder of the note may, from time to time in writing appoint, which note further provides that principal sum remaining uppnict thereon, together with accrued interest thereon, shall become case default shall occur in the payment, when due, of my installment of principal or interest in and continue for three days in the performance of my installment contained in this Trust expiration of said three days, without notice), and that all parties thereto severally waive preprotest.	te at once due and payable, at the place of payment aforesaid, in accordance with the terms thereof or in case default shall occur. Deed (in which event election may be made at any time after the section for payment, notice of dishonor, protest and notice of
NOW THEREFORE, to secure the payment of the und principal sum of money and inter- above mentioned note and of this Trust Deed, and the personal, we of the covenants and agree also in consideration of the sum of One Dollar in hand pair, the receipt whereof is hereby	al Estate and all of their estate, right, title and interest therein.
situate, lying and being in the CITY OF CHICAGO, COUNTY O	COOK AND STATE OF ILLINOIS, to with
LOT 38 AND 39 IN BLOCK 7 IN SPRINGER AND FOX AD	DITION TO CHICAGO IN THE NORTH
EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, T	COWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN.	87481102
SEP1-87 4 6 € 2	(9 87481102 A — REE 12.00
which, with the property hereinafter described, is referred to herein as the "premises,"	24 - 24
Permanent Real Estate Index Number(s): 17-32-107-002 LC	370 111
Permanent Real Estate Index Number(s): 17-32-107-882 LC Address(es) of Real Estate: 3203 SOUTH THROOP STREET -	CATCAGO, ILLINOIS
TOGETHER with all improvements, tenements, easements, and appurtenances thereto during all such times as Mortgagors may be entitled thereto (which rents, issues and profits as secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the and air conditioning (whether single units or centrally controlled), and ventilation, including awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters, mortgaged premises whether physically attached thereto or not, and it is agreed that all buildin articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be just to HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and	All of the foregoin; are declared and agreed to be a part of the igs and additions and addition to other apparatus, equipment or part of the mortgaged preclaises.

herein set forth, free from all rights and hereins under and by virtue of the Homestead Exemption Laws of the State of tome as which said rights and benefits Morigagors do hereby expressly release and waive.

The name of a record owner is:

EDWARD R. URBANSKI & wf. SARAH J. (joint tenancy)

The name of a record owner is:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Seed) 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 hinding or infortgagors, their heirs,

Witness the hands	and seals of Mortgugors the day and year first above written. Sarah J. Urlanski EDWARD R. URBANSKI SARAH J. URBANSKI	Souf
PLEASE PRINT OR	EDWARD R. URBANSKI SARAH J. URBANSKI	
TYPE NAME(S) BELOW	(Scal)	Senl
State of Illinois, Count	COOK SING THE STATE AND THE REBY CERTIFY that EDWARD R. URBANSKI & SARAH J. URBANSKI HUBBAND AND WIFE STATE AND THE STATE AND T	ounty z
TOTAL SEAL STATE HOUSE THOUSE	by " white the rule and the rul	
7785 11.	their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver oright of homestead.	of the

Given under my hand and official seal, this JUNE 7, 19	Theory Stutchell Acon Both
This instrument was perparation	M. MITCHELL-1110 W. 35th ST., CHGO., IL.
Mail this indiction of the second sec	DISTRICT NATIONAL BANK OF CHICAGO

(ZIP CODE)

- THE FOLLOWING ARE THE COVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND VHICE FORM. PART OF THE TRUST DEED WHICH THERE SEGINS:

 1. Mortgagors shall (1) keep said preview it node condition in separ without wave; 12 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 him 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 crection 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. Morigagors 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 duplicale receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by stallute, any tax or assessment which Morigagors 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 ut 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 of the folders 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 vell-tity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagora shall pay c.c., 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 Mortgagora, 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 Mortgagora herein contained.
- 7. When the indebtedness hereby accused 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 shir 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 expenditure; and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, only is 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 abstracts of tille, itle searches and examinations, guarantee policies. Torrens certificates, and simil in 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 on to evidence to bidders at any sale which may be had pursuant to such decree the true comes on 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 a language, such interest thereon at the rate of nine per cent per annum, when proceedings, to which either of them shall be a party, either as plant if claimant or detendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for underscious the hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 reliable in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted in a additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining impaid; 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 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 of Mortgagors at the time of application for such receiver and without regard to the three 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 so the 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 three when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, 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 period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole of in part of:

 (1) ** 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 sulfert 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 timer 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 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 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 uniquence 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 such successor 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 hears 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

 THE DISTRICT NATIONAL BANK OF CHGO. 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. M 24769-2

THE DISTRICT NATIONAL BANK OF CHICAGO

lucus Exec. Pres. BY: WALTER HAWRYSZ,