TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest) CAUTION. Consult a lawyer before using or acting under this form. Neither the publisher not the seller of this form makes any warranty with respect thereto, including any warranty of thereto the publisher or himse for a periodial aurpose THIS INDENTURE, made Elmucrollack Min herein referred to as "Trustee," witnesseth: that Whereas Mortgagors are justed indebted to the legal holder of a principal promissory note; termed "Installment Note," of even date herewith, executed by 1 so, tyagors, made payable to Honter and delivered, in and by whigh a note Mortgagors promise in pay the principal sum of \$12.53 and the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the principal sum of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remaining from holds unine unpaid at the rate of \$1.50 cando from the balance of principal remainin 13/100 Dollars on the 18th day of each and corry, month thereafter until said note is fully paid, except that the linal physical or principal and interest, it not woner paid, shall be due on the 18th day of August 1994; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpay principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to begin in corst after the day for payment thereof, at the pate of 5.2, per conjuct annum, and all such payments being made payable at 1842 to 1852. The corresponding to the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, toget ergive accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in and continue for three days in the performance of any other 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 that all provides thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the payment of the said on copal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trist Deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, 'ae eccipt whereof is hereby acknowledged, Mirrgagors by these presents CONVEY AND WARRANT unto the Trustee of his successors and assigns any pullowing described Real fistage and all of their estate, right, ritle and interest therein, situate, lying and being in the VIIIO CONTACTION, COUNTY OF COUNTY OF AND STATE OF ILI INOIS, to with Lot 142 in Green Acres Estates Sub, Unit 2, being a Sub of part of the NE 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Maridian, in Cook County, Illinios. 87513768 46099 12.00 3EP-21-97 87513768 which, with the property hereinafter described, is referred to herein as the "premise 27-27-213-010 Permanent Real Estate Index Number(s): . 16813 Vicky In., Orland Hills Illinoi Address(es) of Real Estate: ... IOCHTHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all tents, 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 pounts), and on a parity with said real estate and not secondarils), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to tapply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows. floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared 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 all aim; it or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged (remvies.

TO HAVE AND FO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the jar, uses, and upon the uses and trusts herein set torth, tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Line as, which said rights and benefits Mortgagors do hereby expressly release and waye. Mortgagors do hereby expressly release and waive.

Robert M. Woolf and Marilyn Woolf, his wife 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 I cast Deed) 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 Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE
HINT OR (النتوك). PRINT OR TYPE NAME(S) BELOW BIGNATURE(S) 6 48 938 IS ..(Scal) in and or said County **A**COR the Standaforesaid, DO HEREBY CERTIFY that Robot OFFICIAL SEALS MARLENE E. SALERNO MANAGERS State of Illinois Confident Espires 8/85/91 subscribed to the foregoing instrument, sonally 📞 dwn to me to be the same person 🗫 whose name 🛳 peared before me this day in person, and acknowledged that t....hR41 signed, senied and delivered the said instrument as right of homestead. Given under my hand and official scal, this. maile Commission expires. 9907 WARETONE OF BO

(NAME AND ADORESS)

Illinois (STATE)

60635

MARCH

& Trust Co.

Elnwood Park,

' Midwest Bank

1606 N. Harlem

This instrument was prepared by

OR RÉCÒRDER'S OFFICE BOX NO. _ ... _

- THE FOLLOWING ARE THE COVENING CO DITIONS A DEPOY SIONS REFER (ED. 10). FAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND VIHILI TOLM AR OF THE TRUST LEED WHICH THERE BEGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or tebuild 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 subcruinated to the ison 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 or buildings or buildings or buildings or buildings or buildings 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 stagute, 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 paymen: by the insurance companies of moneys sufficient either to pay the cost of replacing on repairing the same or to pay in full the indebtedness secured hereby, all in companies sutafactory 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 the standard mortgage 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 or other prior there, if any, and purchase, discharge, comprantise or sattle thin tax lien or other prior there or take or calcimithereof, 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 begin authorized and all expenses paid or incurred in connection therewish, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the firm 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 pay-life without notice and with interest thereon at the rate of nine per cont per annum, fraction of Trustee or holders of the normalial never be considered as a waiver of any right activing 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 fall lity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay such 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 deray to hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby served 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 and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage dist. 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, outpays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a fer 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 reastonably necessary either to prosecule such suit on the ordered to hidders 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 immunities 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 1) any action, suit or proceeding, including but not in immediate to probate and bankruptey proceedings, to which either of them shall be a party, either as plant for diamant or defendant, by reason of this Trust Deod or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, including but not not limited to probate and bankruptey of the mental suit or proceeding, including but not not limited to probate and bankruptey of the mental suit or proceeding, inclu actually commenced
- 8. The proceeds of any foreglosure 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 30 mb items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted ess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining apply 5, 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 foreclove this I rust De of 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 time value of the premises or whether the same shall be then occupied as a homestead or not an 1 the Trustee hereunder may be appointed as such receiver, St. chiecceiver 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 calculate and efficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times then 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 decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become an accurate hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become an deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be (unject 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 rensonable 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 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 may 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 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 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 are 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 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 will	gis-shin-instrumente shall-frava
and assembled on the day of the art of the death and any in Triblities on military to got of Princes.	*05*1(1)() Si Al.* 👔
all be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Roc	order of Bodes of the bunt
which the premises are situated shall be second Successor in Trust. Any Successor in Trust nereunder shall have t	BE THELETICES TITIES INC. ANGLEMENT
thority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for	g i sets belightbery persmiger
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15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through ortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time fiable for the payment of a 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 LENDER, THE NOTE SECURED BY T SHOULD BE IDENTIFIED BY THE TRUST DEED IS FILED FOR RECORD.

THE CONTRACT OF THE CONTRACT O	The Installment Note mentioned in the within Trust Deed has been
THE BORROWER AND	identified herewith under Identification No.
BY THIS TRUST DEED	
TRUSTEE, BEFORE THE	
	Trustee