(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 warranty with reserve thereto, including any warranty of merchantability or fitness for a particular purpose. THIS INDENTURE, made \_\_ ...August...15, Willie B. & Jewel Coleman 87524439 So. Carpenter Chicago, Illinois 60620 herein referred to as "Mortgugors," and Gene B. Norman & Joseph Vitulli dba Top Line Home Improvement Co. Cicero Ave. Chicago, Illinois 60639 herein referred to as "Trustee;" witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note; termed "MANAMARA Cook Not even date herewith, executed by Mortgagors, made payable to Bear county for the principal sum of note Mortgagors promise to make the principal sum of county for the county for the principal sum of county for the principal sum of county for the county for the county for the principal sum of county for the county per annum, such principal sum and interest to be payable in installments as follows: Two Hundred, Sixteen and 92/100, Dollars on the 15th day of October, 1987, and Two Hundred Sixteen and 92/100, Dollars on the 1997 of the same of the 15.6h... day of each and are, 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 15thde/of March 19.88all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unit of 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 me as after the date for payment thereof, at the rate of 50 per cent per annum, and all such payments being made payable at 2135 No. Cirero Ave. Chicago, Illinois or at such other place as the legal holder of the nota may, from time to time, in willing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, to scarer with accrued interest thereon, shall become at once due and payable, at the place of payment atoresaid, in case default shall occur in the payment, when due, of an 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 a vir. It 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 parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the payment of the sal (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 performed and also in consideration of the sum of One Dollar in hand paid, it is recipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CILY OF CHICAGO. ..., COUNTY OF LILLINGIS. AND STATE OF ILLINOIS, to wit: Lots 30 and 31 (except the North 1/2 Feet thereof) in Subdivision of Block 8 in High Ridge Addition to Auburn Being a Subdivision of the Northwest 1/4, Northeast 1/4 of Section 32, Township, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. 40029 87524439 12.00 25 SSRien, whiche property hereinafter described, is referred to herein as the "premises," 20-32-211-010,030 AH Permanent Real Estate Index Number(s): \_ 8045 So. Carptenter Chicago, N11/nois Address(es) of Real Estate: \_ TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and tail cots, 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 prime ity 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 heal, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and vontilation, including (without rearticlt githe foregoing), screens, window shades awaings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are telestered 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 shallow or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premise.

TO HAVE AND TO HOLD the premises unto the said Trustees is successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illings and said rights and benefits Mortgagors do hereby expressly release not water.

The name of a record conserver. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Tru ( Deed) are incorporated erois 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 hir on pages, their heirs, accessors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.

Svelle 13 Coleman (Seal) PLEASE Willie B. Coleman PRINT OR TYPE NAME(8) BELOW SIGNATURE(S) Coleman Dewel State of Illinois, County of I, the undersigned, a Notary Public in and for said County In the State aftersaid, DO HEREBY CERTIFY that SEAL OFFICIAL MARTERICIA E. TOTUL S. whose name S. subscribed to the foregoing instrument, metaparament, subscribed to the foregoing instrument, metaparament, subscribed and delivered the said instrument as the subscribed to the foregoing instrument, and subscribed to the foregoing instrument, metaparament, and subscribed to the foregoing instrument, metaparament, and subscribed to the foregoing instrument, and subscribed the said instrument as the subscribed and delivered the said instrument. Oiven under my hand and official seal, this \_\_\_\_21st\_ September . iv.8.7\_\_. Commission expires \_\_\_April Notary Public This instrument was prepared by Patricia E. Totulis 2135 N. Cicero Ave. Chicago, 11,60639 <u>ine Home Improvement Company</u>

No Cicero Ave. Chicago, Illinois 60639

R'S OFFICE BOX NO.

(ZIP COUE)

- THE FOLLOWING ARE THE COVE VALUE, CONDITIONS (ND PROVISIONS REFERRULTO IN PAGE I (THE REVERSE SEDE OF THIS TRUST DEED) AND WITCH FORM A PART OF THE FRUIT DEEL WHICH THERE SEGINS:

  1. Mortgagors shall (1) keep said premises in good considered to the premises of 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 aubordinated to the lien hereof; (4) pay when due any indebtedness which may be accured 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 now or at any lime 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 proviously 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 may 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 Morigagors shall pay in full under protest, in the manner provided by statute, 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 Morgagors 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 anle 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 free, 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 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 according 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, natement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay act liem 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 occasionaball occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby so wed 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 rich. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures are 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, oways for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sin iter cata and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceedies such suit or ovidence to bidders at any sale which may be had pursuant to such decree the true come 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 confection vith all 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 pinally of a party effection of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 clarify the dand applied in the following order of priority: First, on account of all costs 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 less additional to that evidenced by the note hereby secured, with interest thereon as herein provided; blind, alliprincipal and interest remaining unprid; 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 Dr. d, 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 filen 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, south 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 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 any be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of all period. 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 been on 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 in disclined.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be at beet 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 tim s 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 emissions 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 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	The Installment Note mentioned in the within Trust Deed has been
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:	Trustee 4 July 176