2987/1-45-820D.

For Use With Note Form 1448

(Monthly Payments Including Interest)

CAUTICH Consult a lawyer before using or acting under Visible.
All is anareas, including merchanopolicy and foness, are excluded.

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THIS INDENTURE, made	ober-19, 1987	
between DENISE J. GARTLAND, a widow		
16816 S Hilltop, Orland Hills (NO AND STREET) herein referred to as "Mortgagon," and George F		87554709
Village of Orland Park, Cook		

MAMMANHARK XXXXX

on the halance of principal remaining trimitime to time unpaid at the rate of [10] per cent Dollars, and interest from date per annum, such principal sura and interest to be passible in installments as tookws. THREE HUNDRED TWENTY AND NO/100. * * * * *

Dollars on the 19th day (November 11: 87 and THREE HUNDRED TWENTY AND NO/100(\$320.00) * * Dollars on the 19th day of each and of enjine month thereafter until said in deception to the time payment of processing and interest, their experience paid. shall be discon the 19th, day or October 19, 92an such payments on account of the indebtedness expensed by said note to be at pixed first to accound and unpaid interest on the city safety halance and the remainder to principal, the portion of each of said institution in the constituting principal, to the extent not paid when due, to bear interest, after the date for payment thereof, at the rate of -11 per cent per annum, and all such payments being

made payable at Orland State Bonk, Orland Park, Illinois or at some other place as the legal boilder of the note may, from time to time, in your gappoint, which note lumber provides it at the election of the legal moder thereof and without notice the principal sum remaining unpast thereory is actived interest thereo, is not become at once due and payable, at the piace of payment inforeesed, in case details shall occur in the payment, when due, of a your dayment of principal some makes at once due and payable, at the piace of payment inforeesed, in case details shall occur in the payment, when due, of a your dayment of principal some makes of a which experiences to make the payment of the payment of an order agreement contained in this is not Deedon which event election may be made at any time after the expiration of said three days, without notice), and include payment of severals was expresentment for payment, notice of discounting protest and notice of payment, notice of discounting protest and notice of

NOW THEREFORE, to secure the payment of the sal formerpal sum of money and interest in accordance with the terms, proviously and initiations of the above mentioned note and of this frust Deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, the legent whereof is heren, acknowledged. Mortgagers in these presents CONVEY AND WARRANT unto the Inistre, its or his successors and assense if a following described Real Estate and also of their estate light, time and interest therein.

of Westhaven Homes Unit 1 and Westhaven Homes Init 2, in the North half of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded October 24, 1961 as Document 183:1372 in Cook County, Illinois.

056 Permanent tax number: 27-27-206-012. ABO Street address: 16816 S. Hilltop, Orland Hills, Illinois

which, with the property hereinafter described is referred to horein as the incremises

which, with the property hereinafter described is referred to herein as the interests.

TOGETHER with all improvements, tenements, easements, and appartenances trend inches pengiand of the issues and profits thereof term long and during all such times as Mortgagors may be entitled thereof in which rents. Issues and profit to use not people good provide some a parity with said real estate and indices, and all fistures apparatus, aguipment of articles were interest there in ordinates in sections, but it is a water, lightly there is refrigerative, and air conditioning is whether single units in certainly controlled, and sentilation including a tribut restriction on information and windows, their diversity controlled, and sentilation including a tribut restriction on informational sections and windows, their diversity, and in head is the restriction of the foreigning of accurated and exceed to be a part of the mortgaged profities whether phase distributed retrieval to a controlled and exceed to be a part of the mortgaged profits whether phase distributed therefore it, and it was recommended and according to accurate and a controlled and controlled

unccessors and assigns.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this I rust 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 'for gagors, their heirs. Witness the hands and sease of Mortgagors the day and seat to sub-incorning written · (Cal) PLEASE PRINT OF Denise J. Gartland PRINT OF TYPE YAVE S BELOW SYGNATURE S If the undersigned in Notice Public in and torised Counts · · · Cook n the State aforesaid. DO HEREBY CERTIFY to it Denise J. Gartland, a widow,

na Espiras 2/16/80

whose name of Agricults subscribed to the integoing instrument. ery gally known to me to be the same person . procured before me this day in person on focus of Alcideed that 😸 n @ osphed is aget and delivered the said instrument as

free and so fortars aid that the cyck and purposes therein set forth including the release and warser of the Given under my hand and official searchine. 19th Commission expires 19th 1970 "Actober Trup! - 87

This instrument was prepared by

Manathis instrument to

Ins Document Fredered By E KENNETH FRIER 180 N. Lastie St. 5747

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OR RECORDER SOFFICE BOX NO.

Chicago, N. 61411

- THE FOLLOWING ARE THE COVENATOR COURTIONS (AND PROVISIONS) CAPE AND TOP THIS TRUST DEED) AND WHICH TURMS AND TOP THE TRUST DEED WHICH TURMS BEGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, testore, 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 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 consenied 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 cose of insurance about to expire, shall deliver renewal policies not fess 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 berein 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 so that interest thereon at the rate of note per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing the mon 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay sich item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of corporation payment 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 detaints all occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby sourch 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, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage (cbt. 1/2 any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure, are dexpenses 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 for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended liter intry 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 reasonably necessary either to prosecute such suit on or evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title too 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 immediately due and payable, with interest thereon at the rate of magnetic cent per annum, when paid or incurred by Trustee or holders of the note in connection with all any action, suit or proceeding, including but not limited to probate and bank improved in the commencement of any suit for 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 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 distribled and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including off such items as are mentioned in the preceding paragraph hereot; second, all other items which under the terms hereof constitute secured indebteding, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining capacit; 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 Deed 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 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 pendency of such foreclosure suit and, in care 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 entitized 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 reciod. 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 unbject 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 Trustice 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 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 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 that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which this instrument that the office of the Recorder or Registrar of Titles in which the office of the Recorder or Registrar of Titles in which the office of the Recorder or Registrar of Titles in which the office of the Recorder or Registrar of Titles in which the office of the Recorder or Registrar of Titles in the office of the Recorder or Registrar of Titles in the office of the Recorder or Registrar of Titles in the office of the Recorder or Registrar of Titles in the office of the Recorder or Registrar of Titles in the office of the Recorder or Registrar of Titles in the Recorder or Registrar of Titles in the Recorder or Registrar of Titles or Recorder or Registrar or Recorder or Registrar or Recorder or Registrar or Recorder or Registrar or Recorder or Recor
- 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 bereych under Identification No. 84×280-3... George F. Trustee