GEORGE E. COLE-LEGAL FORMS

## FDRMNG. 206 April 180 TRUST DERY (LLIPO S) For Use With Note Form 1448

(Monthly Payments Including Interest)

freque. CAUTION. Consult a lawyer belong using or acting under this form. All warrantess, including merchaniability and fitness, are excluded.

THIS INDENTURE, made SCOTENTSCE 11 1087. between STANKEY Cooper AND GLORIA COOPER	87654785
7125 SOUTH PAULUX, CHORASO, 4/(NO.05)  (NO. AND STREET)  Herein referred to as "Mortgagors," and  FOS 1222 BULLDEAS, "IT AC	DEPT-01 RECORDING \$12.25 T#1111 TRAN 8460 12/10/87 15:58:99 ・ #8926 井台 ※一台アー654785 CODK COUNTY RECORDER
(NO. AND STREET)  (NO. AND STREET)  herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly Indebted to the legal holder of a principal promissory note, termed "installment Note," of even date herewith, executed by Mortgagors, made payable to Beargr and delivered, in and by which note Mortgagors promise to pay the principal sum of T. (1720 C. T. H.) MARCH.  Dollars, and interest from September 11. (978) the balance of principal remainer annum, such principal sum and interest to be payable in installments as follows:  Dollars on the L. Telay of D.C. (1821) and ONE HAMDY (1821) and the Lay of cach and very month thereafter until said note is fully paid, except that shall be due on the L. The day of Mayor Ref. 1990, all such payments on account to accrued and unpaid interest on the unfamily principal balance and the remainder to principal; the	THERE CIGHT AND COLORS ON THE COLORS OF PAINT
the extent not paid when due, to hear internet after the date for payment thereof, at the rate of made payable at Testing Testing to the note may, from time to time, in atting appoint, which note further provides that a principal sum remaining appoint determent, together with accrued interest thereon, shall become case default shall occur in the payment, when due of invinstallment of principal or interest in a and continue for three days in the performance of any there agreement contained in this Trust Despiration of said three days, without notice), and that all writes thereto severally waive preservoiest.	or the legal to the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid, in exercion of the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid, in exercion with the terms thereof or in case default shall occur level (in which event election may be made at any time after the entiment for payment, notice of dishonor, protest and notice of
above mentioned note and of this Trust Deed, and the perform in the free eventuals and agreement also in consideration of the sum of One Dollar in hand pair, the receipt whereof is hereby at WARRANT unto the Trustee, its or his successors and assigns and following described Real situate, lying and being in the Company of Charles and Country of Country of the Count	Estate and all of their estate, right, title and interest therein,  AND STATE OF ILLINOIS, to wit:
SECTION 30, TOWNS HIP 38 NORTH, P. THIRD PRINCIPAL MERIDIAN, COOK COUNTY  THE DESCRIPTION OF THE CAST SOME  Considered Known AS 7/25 South PA  which, with the property hereinafter described, is referred to herein as the "premises."	NORTHERS 1/4 OF ANGE 14 ENST OF THE 2 ITHOUS WILLIA 87654785
TOGETHER with all improvements, lenements, easements, and apportenances thereto be during all such times as Mortgagors may be entitled thereto (which tents, issues and profits are secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or there and air conditioning (whether single units or contrally controlled), and ventilation, including awnings, storm doors and windows, floor coverings, inader beds, stoves and water heaters. A mortgaged premises whether physically attached thereto or not, and it is agreed that all building articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be particles hereafter placed in the premises unto the said Trustee, its or his successors and a herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt Mortgagors do hereby expressly release and waive.  The name of a record owner is:	slonging, and all rents, issues and profits thereof for so long and pledged point allyand on a parity with said real estate and not een used to say pry hear, gas, water, light, power, refrigeration (without rest tering the foregoing), screens, window shades. If of the foregoing we declared and agreed to be a part of the said additions and all similar or other apparatus, equipment or ref of the mortgaged preprise.  It is the mortgaged preprise, and upon the uses and trusts ion Laws of the State or " ac's, which said rights and benefits
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing herein by reference and hereby are made a part hereof the same as though they were here so successors and assigns.  Witness the hands and seals of Moltangor the day and year first above written.  PLEASE	et out in full and shall be binding or neartgagurs, their heirs,
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  (Scal)	(Scal)
and Tenies, State of Allacis abseared before me this day in person, and acknowledged that	The T signed, sented and delivered the said instrument as ones therein set forth, including the release and waiver of the
Given under my hand and official seal, this 11.711 day of SEI  Commission expires 19  This instrument was prepared by 125771 73 ULD 915, TAC  (NAME AND ADDRESS)  Mail this instrument to 155722 BULD 625 FAC 35  (GITY)	3530 h. Peterson, Hicago CC 30 h. Peterson Mc GOGTO (STATE) (ZIPCODE)
OR RECORDER'S OFFICE BOX NO.	12 Mail

COPY OF FIGURE OF THE PROPERTY THE FOLLOWING ARE THE OF THIS TRUST DEED) AND

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (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 satisfactory evidence of the discharge of such prior lien to Trustee on 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 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 therees, 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 proyading for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or robat in full the indebtedness secured hereby; all in companies satisfactory to the holders of the note, under insurance policies payable; in case for long or damage date in the same of damage of damage date in the same and the indebtedness secured hereby; all in companies of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to including and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about the 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 autorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus transonable compensation to Trustee for each matter concerning which action herein authorized and the rate of nine percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to the note shall never be considered as a waiver of any right accruing t
- 5. The Trustee or the lolters 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 or into the vel dit of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pny each iten 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 state 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 Mortgagors herein contained.
- 7. When the indebtedness hereby securer 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 a left 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 expenditures and e.pe, see which may be paid or meurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for locumentary 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 scarches and examinations, guarantee policies. Torriens certificates, and similar fall 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 it evidence 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, Intaddition all expenditures and expenses of the nature in this paragraph mentioned, shall become on much additional indebtedness secured hereby and immeent by due and payable, with interest thereon at the rate of inne per cent per anamam, when paid or incurred by Trustee or holders of the note in connection with a ray action, sait or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaint if, cloimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foleon 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 dist, if of d and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such terms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeheds, as a difficult to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaids porth, 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 Deet one Court in which such complaint is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, 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 full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which that be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or an apart 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 lediciency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the total hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and secess 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 Truster be obligated to record this Trust Deed or to exercise any power herein given onless expressly obligated by the terms hereof, nor be liable for any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he are a quire 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 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 whice 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 contours 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. ATO been recorded or filed. In case of the 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 shall be second successor shall be entitled to reasonable compensation for all actangle premised hereunder. It is a compensation for all actangle premised hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons classified under orethrough Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any little 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.

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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 Mentification No. SC/GC-

condensity of the payment of the pay