REI Title Services #____

between James Johnson and Eddie Mae Johnson, his wife, in Joint Tenancy 5121 W. Concord P1. Chicago, 1111nois 100.AND STREET	THIS INDENTURE, made October 22, 19 87,	
he is wife, in Joint Tenancy 5121 M. Oricin Pl., Chicago, Illinois 602 M. Seminary 612 M. Oricin Pl., Chicago, Illinois 603 M. Seminary 613 M. Seminary 614 M. Seminary 615 M. Seminary 6	·	
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Dollars on the _ 81h dry _ January _ 1988, and _ One. hundred thirty five and _ 43/100 _ Dollars on the _ 28th dry / Lectember	per annum, such principy, sum and interest to be payable in installments as follows:One	hundred thirty five and 43/100
shall be due on the _Sth day /_ DECEMBER	Dollars on the <u>8th</u> d yo <u>January</u> , 1988, and <u>One hundre</u> c	thirty five and 43/100 Dollarson
made poyable atCOMMENCIAL_Fix_1anal_Bank_4800.N_Mestern,_Chifcago,_IL_or at such other place as the legal holder from any from intend to time, any tring appoint, which and either provides that at the election of the legal holder from any tring and without motics, the control of the place	shall be due on the8thday /: <u>December, 1994;</u> all such payments on accou to accrued and unpaid interest on the unresid principal balance and the remainder to principal;	int of the indebtedness evidenced by said note to be applied first the portion of each of said installments constituting principal, to
Promoting som termaning unipad thereon, logether with secretal director, shall become an one-shall and payable at the place of payment aforeauld, in and continue for three days in the performance of any other agreement storationed in this Tran Deed (in which we will excited in an analysis of the continued of the three of the payment of payment, notice of lishonor, protest and notice of the payment of the add principal to storate of the payment of the add principal storated on the add of the payment of the add principal man of the payment, notice of lishonor, protest and notice of the payment of the add principal storated on the payment of the add principal storated on the payment of the add payment and part and payment and payment and payment of the covenins and impress the payment of the add principal storated on the same of the payment of the payment, notice of lishonor, protest and notice of the payment of the payment, notice of lishonor, protest and notice of the payment of the	the extent not paid when due, to bear intrest after the date for payment thereof, at the rate	of 15.5 per cent per annum, and all such payments being
between enhanced note and of this Trust Decel, and the perfor and set of the covenants and agreements herein contained, by the Mortgagors to the performent, and the on consideration of the sum of the performent	principal sum remaining unpaid thereon, togeth x vith accrued interest thereon, shall become case default shall occur in the payment, when du x , x installment of principal or interest in and continue for three days in the performance of any other agreement contained in this Trust expiration of said three days, without notice), and that θ^* , ρ , ries thereto severally waive presented in the properties of the properties	e at once due and payable, at the place of payment aforesaid, in accordance with the terms thereof or in case default shall occur
Lot 21 (except the east 10 feet) in N.P. Hatch's subdivision of the West is of the East 2/3 of South 20 acres of the West 25.61 Chains of the South East is of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian., ALSO, The East 20 feet of Lot 1 in Block 9 in Ullman's Subdivision of the South East is of the South West is and the West 1/3 of the South Zo acres of the West 26.60 Chains of the South West is and the West 1/3 of the South Zo acres of the West 26.60 Chains of the South East is of Section 33, Township 40 North, Range 13, in Cook County, Illinois which, with the property bereinafter described, is referred to herein as the "remige." Permanent Real Estate Index Number(s): 13-33-421-030	NOW THEREFORE, to secure the payment of the said principal sum of money and interestable mentioned note and of this Trust Deed, and the performance of the covenants and agree also in consideration of the sum of One Dollar in hand part, the receipt whereof is hereby	ments herein contained, by the Mortgagors to be performed, and acknowledged, Mortgagors by these presents CONVEY AND all Estate and all of their estate, right, title and interest therein. F. COOK AND STATE OF ILLINOIS, to with
South West 1/4 and the West 1/3 of the South 20 acres of the West 26.60 Chains of the South East 1/4 of Section 33, Township 40 North, Range 13, in Cook County, Illinois which, with the property bereimafter described, is referred to herein as the "premises." Permanent Real Estate Index Number(s): 13-33-421-038 6-01 Address(es) of Real Estate: 5121 W. Concord Pl., Chicago, Illinois TOETHER with all improvements, tenements, ensements, ensements, and appurtenances thereto belonging, as 4all fents, issues and profits thereof for so long and buring all such times as Mortgagors may be entitled thereto (which rens, issues and profits are pieciged print and partity with said real estate and not conductly), and all issues, apparatus, equipment or articles now on heteoliter liberium to thereon used to supply beat, gas, water, light, power, refrigeration with the control of the such as a c	Lot 21 (except the east 10 feet) in 'P. Hatch's	subdivision of the West 1 of the
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This Trust Deed consists of two pages. The covenants, candillons and provisions appearing on page 2 (the reverce side of this "as "ceed) are incorporated receip 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 Mirtgagors, their heirs, accessors and assigns. Witness the hands and sents of Mortgagors the day and year first above written. PLEASE PRINT OR YEE NAME(S) BELOW IGNATURE(S) In the undersigned, a Notary Bublic in and for said County in the State aforesaid. DO HEREBY CERTIFY that DAMOS JOHNSON ON SEA SHEEN PERSONAL SEAL" personally known to me to be the same person. Set whose name And Sealed and delivered the said instrument as any Public. State of 111 (1914) On Accessing the person, and acknowledged that The Sealed and delivered the said instrument as any Public. State of 111 (1914) On Accessing the said voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires. In MANE AND ADORESS) (Commercial National Bank of Chicago (STATE) (Zip Code)	huring all such times as Mortgagors may be entitled thereto (which rents, issues and profits are econdarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the end air conditioning (whether single units or centrally controlled), and ventilation, including whings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. A nortgaged premises whether physically attached thereto or not, and it is agreed that all building rticles hereafter placed in the premises by Mortgagors or their successors or assigns shall be p TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and erein set forth, free from all rights and benefits under and by virtue of the Homestead Exemp Mortgagors do hereby expressly release and waive.	e pledged prim
PLEASE PRINT OR TOM S Johnson (Seal) White and the state aforesaid, both the same person. S. whose name subscribed to the foregoing instrument, his wife, in Joint Tenancy APRESOFFICIAL SEAL" personally known to me to be the same person. S. whose name subscribed to the foregoing instrument, herefore, state of 111 the state of	This Trust Deed consists of two pages. The covenants, conditions and provisions appearing erein by reference and hereby are made a part hereof the same as though they were here.	on page 2 (the reverse side of this "-u" Deed) are incorporated
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ISEAUM (Seal) Interest Illinois, County of Control of	PLEASE PRINT OR James Johnson	Eddie Mac Johnson
in the State aforesaid, DO HEREBY CERTIFY that JAMAS JOHNSON CONCENDED WAY JOHNSON APPROPRIATE E. SALERMappened before me this day in person, and acknowledged that they, signed, scaled and delivered the said instrument as any Public. State of Illinois of homestead. The and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires. The analysis of homestead. The analysis of homestead.	BELOW	os ab
in the State aforesaid, DO HEREBY CERTIFY that James Johnson and Folding Market State aforesaid, by the same person by whose name and subscribed to the foregoing instrument, seem that the state of including the release and waiver of the same person ary Pablic. State of including the release and waiver of the same under my hand and official seal, this and day of the same person and purposes the same person, and acknowledged that the same person, and acknowledged that the same set forth, including the release and waiver of the same under my hand and official seal, this and the same person and purposes the same person and waiver of the same under my hand and official seal, this and the same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same person are same person and acknowledged that the same perso	IGNATURE(S)	(Scal)
APPESOFFICIAL SEAL" personally known to me to be the same person 5. whose name 5. A.C. subscribed to the foregoing instrument, SEAPRILENE E. SALERNO, present defore me this day in person, and acknowledged that 1. 1. 2.1. signed, scaled and delivered the vaid instrument as ary Pablic. State of 111 inerts of 1. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the commission expires 10. And 11. And	in the State aforesaid DO HERERY CERTIFY that JOHOS	
HENDELENE E. SALERNOppeaced before me this day in person, and acknowledged that		ng ≤ QAC subscribed to the foregoing instrument,
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(NAME AND ADDRESS) Gail this Commercial National Bank of Chicago 4800 N. Western Ave., Chicago, Illinois 60625 (CITY) (STATE) (ZIP CODE)	· · · · · · · · · · · · · · · · · · ·	Reptary Phone
(ZIP CODE) Commercial National Bank of Chicago 4800 N. Western Ave., Chicago, Illinois 60625 (CITY) (STATE) (ZIP CODE)	MAIL IV: (NAME AND ADDRESS)	YOTSHIKU TID Westernosie, politic
(CITY) . (STATE) (ZIP CODE)	ailthis Lamento Commercial National Bank of Ch	
r recorder's office box no		
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- THE FOLLOWING ARE THE COVENING CONDITIONS AND PLOASIDNS REFERRED ON AGE 1 (THE REVERSE SIDE OF THIS/TRUST DEED) AND VHILL TOLM AR OF THE TUST DEED WHICH THERE EGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, og 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 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. 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 incompanies 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 altorneys 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 a binterest 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 accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the 'o'ders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state nent 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 each 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 cote 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 stared 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 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 an 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a ferrentry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and simil ur 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 or to 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. 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 nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with 1/2 any action, suit or proceedings, to which either of them shall be a party, either as plaint and claim of the decree hereof after accural of such right to foreclose whether or not actually commenced; 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. 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 read all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; section, all other items which under the terms hereof constitute secured indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining uppind 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, which is 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 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 who mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which they be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said priod. 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 subject 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 times and a cess 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 Trustes to obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to 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 now 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 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 herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein.
- 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, Commercial National Bank of Chgo 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 hinding upon Mortgagors and all persons claiming under on through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any lime 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. Commercial National Bank of Chgo.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND identified herewith under Identification No. LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Dana F. Rude, Fristalment Loan Officer

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