(Monthly Payments Including Interest)

CAUTION Consult a lawyer before using or acong under this form. At warranties, including merchantability and fitness, are excuded.

1987 FEB 20 AH II: 30

87099907

6th day of February THIS INDENTURE, made

between OSCAR MAGEE, divorced and not since remarried,

631 East 155th Street Phoenix

herein referred to as "Mortgagors," and HENRY C. PIEL

87099907

Harvey 15309 Center Avenue INO AND STREET

herein referred to as "Trustee." witnesseth: That Whereas Morta gors are justly indebted to the legal holder of a principal promissory note: termed "Installment Note." of even date herewith, escripted by Mortagors, made payable to Bearer and delivered "mandro who horter gors promissory the principal sum of Twelve Thousand and no/100-----(\$12,090.00)------

note Morte gots promise a spar the principal sum of Twelve Thousand and no/100------(\$12,000.00)----
Dollars and interest tion the date hereof of the halance of principal remains the concerning to the rate of 10 percent per annum, such principals and interest to be parable of installments is that a One Hundred Fifty and 24/100------(\$150.24) Dollar for the 15 day of each and sery month thereafter untils a compagnitude of the 15th day of each and sery month thereafter untils a compagnitude of the 15th day of each and sery month thereafter untils a compagnitude of the interest control of the interest on the unid principal halance and the remaindant of principal time interest control of the extent parable due to hear or effect it liter the date for payment there is a first parts of cacher such instruments and such payments being unider of the note may from time to find a principal halance and the remaindant of principal such payments and all such payments being unider of the note may from time to time to be due to hear or effect it liter the date for payment there is a time rate. The payment is a constituting principal, to be described in the office of differy C. Piel, 15309 Center, Harvey, The control of the control protest

NOW THERETORY, to solure the payment of the sudprine palls amonthing to a new to the terminary of the desired membrane and of this frust Decid and the performance of the commands and action in the sum of the Mantagas test obeyed similar and also made as to the sum of One Dillier in hand paid the stocking where it is not to solve the Mantagas is to the projects CONFEY AND WARRANT unto the Frustee, also in the successive and as good to following described Read Estate and a little membranes to the and interest therein situate, issue and before in the little of Phoenix (OFNEY OF Cook AND STATE OF HEROES 1992).

Lot 6 in Block 1 in Phoenix Manor a Resubdivision of Lot 14 (except the East 330 feet thereof) and (except that part taken for highway) in School Trustees' Subdivision of Section 16, Township 30 North, Range 14 East of the Third Principal Meridian,

commonly known as 631 East 155th Street, Phoenix, Illinois

PERMANENT INDEX NUMBER: 29-16-319-005-0000

which, with the property hereinafter described, is referred to horse

which, with the property hereinatter described in electric 11 horomorphisms.

IOMA EHE RW in all improvements to eminist a security and opportunity to the action of the described in the all individuals in the control of the action of the ac

Oscar Magee The name of a record cancer is

This I rust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this 1 just Deed) are incorporated kerein 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 Moltgagors, their heirs, successors and assigns.

Witness the hands and scals of Mortgagors the day and year first are ye written

carried y wage OSCAR MAGEE

PLEASE PRINT OF TYPE NAME 5 BELOW SIGNATURES

State of Librory, County of

in the State aboresed. DOHEREBY CERFIFY mult

1016 OSCAR MACEE, divorced and not since remarried

20000553

personally known to me to be the same person — whose hamp — 18 — subscribed his transfer exemplant imention appears then received the day in person and seknowing or one of elements of the local section of the section section of sections. his tree and so there is the second property of the second property of the relationship of the relationship of the representation of the second property of the representation of the relationship of the rela

July a North a Planck

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Truckett Milett

Instrument was prepared by Henry C. Piel, 15309 Center Avenue, Harvey, Illino [# 60426 NAME AND ADDRESS

Ministramentia . Henry C. Piel, 15309 Center Avenue, Harvey, Illinois 50426

Z# 0000

Communication CALL 18

- THE FOLLOWING ARE THE COME WITE, CONDITION AND REAL FLOW RED TO NEED TO NEED TO NEED AND WHICH CRIM VET TO FIRE BY TO FIR 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 fulf 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 Le 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 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 with interest thereon at the rate of nine per cent per annum. Inaction of I rustee or holders of the note shall never be considered as a waiver of any right across questions.
- 5. The Frustee or the folders 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 produced from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tiet, assessment, sale, forfeiting, tax lien or title or claim thereof.
- 6. Mortgagors shall pay rich item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the cruncipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this. I tust 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 dufaul, shall occur and continue for three days in the performance of any other agreement of the Mortgagors has a proposal and the mortgagors.
- 2. 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 debt in any suit to toreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures in expenses which may be paid or mourted 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 if ier intry of the decree) of procuring all such abstracts of title, title scribbes 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 or to evidence to bidders at any sale which may be had pursuant to such decree the true contents 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 immensively due and payable, with interest thereon at the tate of nine per cent per annum, when mad or incurred by Trustee or holders of the note in connection with all my action, suit or proceeding, including but not himself to probate and bankrapter secretal, or the preparations for the commencement of any suit for in roteclosure hereof after accural of such right to foreclose whether or not actually commenced or to preparations for the defense of any threatened suit or pro-inding which might affect the premises or the security hereof, whether or not actually commenced or to preparations for the defense of any threatened suit or pro-inding which might affect the premises
- 8. The proceeds of any foreclosure sale of the premises shall be Carrioted and 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 indebicariess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unjust; fourth, any overplus to Mortgago's, 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 De 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, wi hout notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the the receiver shall have power to collect the roots given 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 of not, as well as during any further times the Mortgagors, except for the intervention of such receiver, would be entitled to collect such roots, 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 protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time mathematically the net income in his hands in payment in whole or in part of the superior to the lien hereof or of such decree, provided such application is made prior to foreclosure said. (2) the deficiency in case of a sale and deficiency
- 10. No action for the enforcement of the lies, 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 I ave 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 Truscoper obligated to record this Trust Deed or to exercise any power herein giver inless expressly obligated by the terms nereof, nor be liable for the acts or omissions hereunder, except in case of his own gross negligence or insconduct or that of the agents or employees of Trustee, and his own require indentities 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 satisfactor debtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to are it the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the additional breedy secured has been paid, which representation Trustee may accept as true with it 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 hereinder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein destinglished as the makers thereof, and where the release is requested of the original Usitee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the renume 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.
- If notice in as resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have Figure recorded in the line use of the death, resignation, inability or refusal to act of Trustee.

 So elliberest Societies or Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Dears of the county in which the premises are situated shall be second Societies in Trust. Any Successor in Trust hereunder shall have the identical time, powers and a ithority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder. ROBERT J. PIEL
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming incer 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 LINDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed tas been

identified herewith under Identification No. Long

History C Juster