GEORGE E. COLE

OR RECORDER'S OFFICE BOX NO.

TRULT DE EDIL INOSE FORM 1448 F CAMUNO 206 FOR USE WITH NOTE FORM 1448 F CAMUNO 206 A TILL TO BE WITH NOTE FORM 1448 F CAMUNO 206 TRULT DE EDIL INOSE F CAMUNO 206 TRULT DE E

(Monthly Payments Including Interest)

CAUTION: Consult a tawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded:

THIS INDENTURE, ma between — HENRYK	1.	Walescone O/	07	1	
between - HENRYK	ide	February 24,	19_ Q /	1	
between	. זיזעוואט	and VALERIE H. KI	Difzer bio		
	· ICCCLALL C	HEL VEHICLES II. N	WZ41411LS		
wife				DEPT-01 RECORD	Company and the company of the compa
5324 S. Talman	Ave. (hicago, Illino	nie.		688-93/96/87 09140:00
(NO. AND S		(CITY)	(STATE)	#1494 # 🖎	-87-124513
herein referred to as "Mo	ortgagors," and	· - JUSEPH A. R	DECKY,	COOK COUNTY	RECORDER
 of the Tow 	vnship of I	Downers Grove, c	of the County		
of Dane P	·	T113	•	•	
of Du Page, D	lowners Gro	ve, Illinois - (CITY)	(STATE)		
herein referred to as "Tre	ustee," witnesset!	i: That Whereas Mortgagor	s are justly indebted	The Above Space For R	ecorder's Use Only
to the legal holder of a pri	incipal promissor; orteneors, made r	y note, termed "Installment avable to Bearer and delive	Note," of even date red_in and by which_		
note Mortgagors promise	to buy the princip	ayable to Bearer and deliveral sum ofIWENIY_E	IGHT THOUSANI	FIVE HUNDRED (\$28,500	0.00) AND NO/100
Dollars, and interest from	, de te of di	e.huxsement on the ba	dance of principal ren	aining from time to time unpaid at the	alespecified in said
Note such principa	d sur and interest	to be payable in installment	is as follows: FOUL	Hundred Thirty-six (\$4 hirty-six (\$436.00) and	no 100 9r more
Dollars on the LSE.	duyo = _Apr	11	our Hundred 1	hirty-six (\$436.00) \$110	DO /LUU -Dollaryon
the day of ea	ich and systemor	oth thereafter until said note	is fully paid, except t	at the final payment of principal and ir	terest, if not sooner paid,
shall be due on the	ST-dry of 2.ME	TCD, 1990; aff st	ich payments on acco	unt of the indebtedness evidenced by s ; the portion of each of said installment	id note to be applied first
the extent not paid when	due, to bear site	est after the date for navine	ent thereof, at the rat	of -112% per cent per annum, an	d all such payments being
made navable at Offic	ces of RADEC	V. & CO. 806 Plai:	nfield Rd Do	woers Grove II. or at such	other place as the legal
holder of the note may, fro	om time to time, i	n w itting appoint, which not	e further provides tha	wners Grove, II. or at such that the election of the legal holder there he at once due and payable, at the place accordance with the terms thereof or	of and without notice, the
orincipai sum remuining i case default shall occur in	unpaid increon, is the payment, who	andue, of any installment of p	r mereon, smm becor principal or interest in	accordance with the terms thereof or	in case default shall occur
				Deed (in which event election may be esentment for payment, notice of disho	
expiration of Salu infee to profest.	ays, without nout	c), and may an parties there	no severany waive pr	esettment to payment, notice of disho	not, protest and notice of
NOW THEREFORE	E, to secure the pa	yment of the sald priveipuls	um of money and inte	est in accordance with the terms, provis	ions and limitations of the
also in consideration of t	he sum of One D	ollar in hand paid, he ecc	ipt whereof is hereby	ements herein contained, by the Mortga acknowledged, Mortgagors by these peal Estate and all of their estate, right,	presents CONVEY AND
	7.3	uccessors and assigns the fo	ollowing described Ri		
iituate, lying and being in	the <u> </u>	ty of Chicago -	, COUNTY (or Cook_= AND STA'	TE OF ILLINOIS, to which
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1/	2 OF THE S	OUTH WEST 1/4 OF	THE SOUTH E	AST 1/4 AND THE EAST 1	72 - 27
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Permanent Real	Estate Inc	dex No. 19-12-41	8-023-0000 /	7 11000	
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- THE FOLLOWING ARE THE COVINANTS, COND TIOUS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WILCH FORM THE TRUST DEED WILCH FIER BEGINS:

 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 or to holders of the note; (5) complete within a reasonable time any buildings 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. 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 taxor assessment which nortgagors may desire to contest.

Drift of the protection of the note of the note, and 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 that ten days prior to the holders 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 problems. With interest thereon at the rate of nine per cent per annum, lnaction of Trustee or holders of the note shall never be considered as a waiver of any right across the money advanced 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 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 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 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 secured 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 save 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 de/A. 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 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, outlay for documentary 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 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 or o vidence 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 connection win feel any any action, suit or proceeding, including but not limited to probate and bankruptey secured; or (b) preparations for the commencement of any suit for he 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 roce eding 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 distributed 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 indebt does additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining arguid; 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 Leed, 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. Thout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then any 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 when Mortgagors, except for the intervention of such receiver, would be entitled 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 any be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of any deperiod. The Court from time to time may be created as a control of the protection of the premises during the whole of any deperiod. The Court from time to time may receive 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 officere 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 figures, 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 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 tines and access thereto shall be peritted 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 omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and here any 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 and which purports to be executed by the persons herein designated as makers thereof.

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been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Joseph M. Di Vico of Deace Chief shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the harmonic of the composition 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

806P5324T identified henewith under Identification No. .

Joseph A. Radecky,

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.