7. Tissued or the holders of the rote shall have be sightly in the control of the premises and leasonable gives become thereby shall be permitted for that purpose.

8. Trustee has no duty to examine the high heating, existence of a matrice of the premises, nor shall be used by bigsted to record this Trust feed or to exercise any power herein given unless expressly blight duting the term near of the holder of the agents or employees of the total time. It is the high of the agents or employees of the total time.

9. Trustee shall release this trust beed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust feed has been fully past; and Trustee may evenue and deliver a refease hereof to and at the request of any person who shall, either before or after maintainty thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as trustee as the requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears a certificate of identification purporing to be executed by a prior trustee fereinneder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. The term of the presentation of the proper interest of the note and which purports to be executed on behalf of First Party.

- 10. In the event of the death or permanent removal from said Cook County of the Trustee, or his refusal or failure to act then the Chicago Title and Trust Company of said Cook County is hereby made first successor in this Trust, and invested with all the title and the powers granted to said Trustee.
- FUTURE ADVANCES. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. 11. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the crizinal amount of the Note plus US \$100.00.
- TRANSFER OF THE PROPERTY: ASSUMPTION. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) 12. a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach parameter in writing that the credit is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower at the Property Address or to the Lender at the address shown herein, or at such other place as any party hereto may be notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed withing which borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph(s) 4.5 t.6 demand on Borrower, invoke any remedies permitted by paragraph(s) 4, 5 & 6 hereof.

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, phis one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so boilding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall not be required to pay Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they tall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereot shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

UNOFFICIAL COPY

Exercises the second of the se

Property of Cook County Clerk's Office

FIRST BANK OF OAK PARK 11 Madison Street OAK PARK, ILLINOIS 60302	THE ABOVE SPACE FOR RECORDERS USE ONLY	OFF	ICIA	Trustee	P & Trustee	SO FIRST BANK OF OAK PARK	TRUST DEED	BOX 359
								(R)

l				T RECORD.
22909	.111. ogsatio ovA ogsatid	1030 M° C	CURED BY THIS TRUST DEED OF BY THE TRUSTEE NAMED TRUSTEE NAMED	SHOOTD BE IDENCIFIE
	а	Kīm Sylvi	F BOTH THE BORROWER AND	
		Lichered By	THATR	D 4 M I
solau1T	NAJTUO TO THE MANAGEMENT OF THE PARTY OF THE		8 8/13/90	enigx3 noissimmes Vin
nons	Charle Relication		LEWIS EAL	ANDITH ELLEN
78 61 .Q.A	day of June	かコ	o territorial for the day of the second state of	, and the same of
ed that they signed and delivered as aforesaid, for the uses and pur- e corporate seal of said Bank, did-	TTICIPE TITE THE STATE OF THE STATE OF THE COTES WHOSE THE STATE OF TH	FTE OF 10 THE OF 10 THE CONTROL OF T	said Bank, who are personally know ice President and Assistant Secretary id instrument as their own fees and yess therein set forth; and add Asia	je id rs A
	t of the FIRST BANK OF OAK PARK, and	nabizatf ao.V วศ ์ฮ์	n A. Carbery Asse	do t
ы, то нереву сертіру, ільі	FILEM LOWIS y Public, in and for said County, in the State aforesa	í <u>dtibu</u> u. Talok a	'1	COUNTY OF COOK SS.
A MASSISTANT SECRETARY	river Frank govern)	C	, som masses
STATES OF AICE PRESIDENT	AB AB		(Q ₁ ,	
, Yllanosted fon bna blasstola a	FIRST BANK OF OAK PARWALPHON		· /T/	

THIS TRUST D.E. Is executed by the First Bank of Oak Park, not personally but as Trustee as aforesaid in the exercise of the power and authority conferted upon and vested in it is such Trustee (and said First Bank of Oak Park, hereby warrants that it possesses full power and authority to exacute this first want of the personally to pay said note or any interest that may accurate that have by Trustee and by Stustee and by Stustee and by Stustees and said Stustees and by Stustees and said Stustees and Stustees and

matem quit elapsed over a 360-124 year. with each announced change in the Prime Rate, and interest shall be calculated on the basis of Misse Rate. Said interest rate shall change from one or its automatically and simultaneously a per ennum above The National Security Rat & of Chicago's periodically announced

UNOFFICIAL COPY

Property or Cook County Clerk's Office