TRUSTORIGE CLINDET FORM NO 206 COPY

(Monthly Payments Including Interest)

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THIS INDENTURE, made April 16, ... 19.87 between Raymond & Ethel Watkins 1219 W. 74th St. Chicago, Illinois 60636
(NO AND STREET)
herein referred to as "Mortgagors," and Gene B. Norman & Joseph D vitulli dba Top Line Home Improvement Co. .135 N. Cicero Ave. Chicago, Illinois 60639. (CITY) (CITY) (CITY)

(RIATE)

(RIATE) per annum, such principal sum and interest to be payable in installments as follows: Sixty Six and 35/100

Dollars on the 29th Lay: July 19.87 and Sixty Six and 35/100

Dollars on the 22 Th day of each and year month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 29.01). do of JUNC. 1988 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the significant participal, to the extent not paid when due, to bear intriest after the date for payment thereof, at the rate of 50 per cent per annum, and all such payments being made payable at 2135 N. CIZETO AVE. ChiCOO, Illinois 60639 or at such other place as the legal holder of the note may, from time to time, any ning appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, tog, over with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, etc. any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of the payment aforesaid, in expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of introtest. Lot 61 In Block 7 in Weddell and Cox's Hillside Subdivision in the North West 1/4 of Section 29, Township 18 North, Range 14, East of the Third Principal Meridian, Whereaf was Recorded April 3, 1889 In Book 34 of Plats Page 8 In the Recorder's Office in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises."

Permission Real Estate Index Numbersy: 12.00 Permanent Real I state Index Number(s): Address(es) of Real Estate: . . . TOGE THER with all improvements, tenements, easements, and appurtenailes thereto belonging, not all tents, issues and prolifs thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and protits are pledged primerity and on a parit) with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to suprement, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are celebrated and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all million or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises anto the said Trustee, its or his successors and assigns, forever, for the pt (pose), and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Honoley, mich said rights and benefits. Mortgagors do hereby expressly release and waive. The name of a record owner is: Raymond & Etnel Watkins This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this 7r st 1 eed) are incorporated herein 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 Managagers, their heirs. successors and assigns. Waters the hands and stalk of Morigagors the day and year that above written.

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Response of the hands and stalk of the hands and year that above written.

Replaced the hands and stalk of the hands and year that above written. PLEASE PRINT OR TYPE NAME(S) Ether Watkins BELOW SIGNATURE(S) Ethel Watkins . . 1. the undersigned, a Notary Public in and for said County بمحمست جمسال تمصورح SmithaState Apresand, DO HEREBY CERTIFY than Raymond & Ethel Watkins. OFFICIAL NOSEPH D. VITULLI. MAECOMMISSION E PIPE Spice food Before me this day in person, and acknowledged that L ... hay signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the "CHEIr right of homestead Commission expires June 27, 19 91 June June Notary Public (NAME AND ADDRESS)

Most This instrument to Top Line Home Improvement Commission of the Commission Given under my hand and otheral seal, this Commission expres June 27. Months Top Line Home Improvement Company

2135 N. Cicero Ave. Chicago, Illinois 60639

ORDER'S OFFICE BOX NO

(ZÎP CODE)

- THE FOLLOWING ARE THE GOVERATILE, CONDITIONS (NO PRAVISIONS REFFREE TO OF PAGE I (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH IGRM 4 TAXT OF THE INITY DEED WHICH TERM 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 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 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage b or repairing 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 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 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 tay lien or other prior tien 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 Trustee or holders of the note shall never be considered as a waiver of any right accrois g to them on account of any default hereunder 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 angula indebtedness secured by this Trust Deed shall, notwithstanding anything in the 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 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 c'ebt. In any suit to foreclose 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 incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, on asys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended or ner 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 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 minor arriving 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 all nine action, suit or proceedings, to which either of them shall be a party, either as plant d. claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for any indebtedness of the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceedings, to such right to foreclose whether or not actually commenced. actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be districted 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 indebted less additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining usprid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear. sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dred 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, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the time 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 the processary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. 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 been 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 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 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 in, 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 may 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 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 exceuted 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 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.
- 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.

 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 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

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.

identified herewith under Identification No. .