JUNE 22.	87
THIS INDENTURE, made	9
between GASTON LUSK, JR. & RUTHEY J. LUSK, HIS W	87 9
2004 WASHINGTON MAYWOOD, IL 60153	
(STATE	(E)
herein referred to as "Mortgagors," and HAYWOOD PROVISO STATE	BANK
411 W. MADISON ST. MAYWOOD, ILLINOIS 60153	E) :2: /o
herein referred to as "Trustee," witnesseth: That Whereas Montgagors are justly to the legal holder of a principal promissory note, termed "Installment Note," of enerwith, executed by Mortgagors, made parable to Bearge and delivered, in and I note Mortgagors promise to pay the principal sum of THERTY. THREE, THO	rendate L
Dollars, and interest fir aJUNE_221987on the balance of pre- per annum, such principal sur, and interest to be payable in installments as follows:	in most temporare from time to time upopid at the rate of
Dollars on the 25th day of JULY 1987 and FOUR HUN	DRED NINELY SEVEN AND 18/100 Dollaron
	I, except that the final payment of principal and interest, if my snoner paid, its on account of the indebtedness endenced by said mye to be applied first
the extent not paid when due, to bear in rest after the date for payment thereof.	at the rate of 13.50 per cent per annum, and all such payments being
made payable at 411 W. MADISON ST. MAYWOOD, 11. 60 holder of the note may, from time to time, my reling appoint, which note further preprincipal sum remaining unpaid thereon. Whether with accrued interest thereon, when the manner of the name of of the nam	or at such other place as the legal outdet that at the election of the legal holder thereof and without notice, the shall become at once due and payable, at the place of payment aforesaid, in interest in accordance with the terms thereof or in case default shall occur
and continue for three days in the performance of unvisited agreement contained in expiration of said three days, without notice), and unviall parties thereto severally protest.	warve presentment for payment, notice of dishonor, profest and notice of
NOW THEREFORE, to secure the payment of the scild principal sam of mone above mentioned note and of this Trust Deed, and the performance of the overanns also in consideration of the sum of One Dollar in hand paid, the receipt whereof WARRANT unto the Trustee, its or his successors and assigns by following des	s and agreements herein contained, by the Mortgagors to be performed, and fishereby acknowledged, Mortgagors by these presents CONVEY AND
situate, lying and being in the <u>CITY OF MAYWOOD</u> CO	OUNTY OF _CQOK AND STATE OF ILLINOIS, to wit:
Lot 2 in Cummings and Foreman's Real Estate Cor of parts of lot 1 in Block 8 in Proviso Lard As Township 39 North, Range 12 East of the Third P	ssociation Addition to Maywood, in Section l
Township 35 horen, Range 12 base of the Initial	)
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t 734 — A TTUIDETS 290 84 19	7 700
. 33 7 56467665 22214 6	.8- <i>Y-</i> /87
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which, with the property hereinafter described, is referred to hereinas the "premis  Permanent Real Estate Index Number(s): 15-10-390-000 A	
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- THE FOLLOWING ARE THE COVINGERS, CONDITIONS (AND PROVISION) REPERIED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FOR THE TRUST DEED WHICH FREED 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 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.
  - 3. Mortgagots 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 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 sen 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 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 ac A by 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 will still still statement or estimate or into the will still still statement or estimate or into the will still still statement or estimate or into the will still still statement or estimate or into the will still still still still statement or estimate or into the will still s
- 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 first 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 occured 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 de/\(\frac{1}{2}\) and 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 condition of the title too 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 immore dially 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 \(\frac{1}{2}\) any action, suit or proceedings, to which either of them shall be a parity, either as planam, chainant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the 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 not eding which might affect the premises or the security hereof, whether or not a
- 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 do as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining upon different provided; thereon as herein provided; thereon as the provided; the provided in the provided in the provided provided in the provided provided in the provided provided in the provided p
- 9. Upon or at any sime after the filing of a complaint to foreclose this Trust Lee 1, 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 alw 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 care 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—then 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 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 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times in 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 Truscope 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 hear sy require indemnities are lifetiment to him before a verseing even proper herein given 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 comained 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 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.

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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.

The Installment Note mentioned in the within Trust Deed has bee	n								
identified herewith under Identification No.									

Trustee