GEORGE E. COLET

## TRISTORIO (LINDEL FORMAN) 207 February, 1985

(Interest in Addition To Monthly Principal Payments)

Principal Payments)

88460654

makes any warranty with rest	sect thereto, including any wa					
THIS INDENTURE, Kenneth J.	made Sept Kohout & Ann	cember 20, M. Kohout, his	19 <u>88</u> between	-   . 1		54 10/06/88 10 2
erein referred to as "l	Mortgagors,"	Chicago, Il	linois (STATE)	-	#9057 # 30 → COOK COUNTY	-88-4606
·	Proliek  Primak Road  DSTREET)	Berwyn,	Illinois'			
rein referred to as "	Trustee," witnesseth:	•		The	Above Space For Rec	corder's Use Only
107 to T						3, in the principal sum of
ridenced by one certal ortgagors promise to PBEh	in accallment Note of pay the said principa Octa bore	the Mortgagots of even of sum in installments as the Rour H	date herewith, made follows: Four I undred Seven	payable to BEARE fundred Seve	R and delivered, in and nty Two	DOLLARS, of by which said Note the Dollars, on the Dollars, on the
num, payable month incipal bearing interese Berwyri N	ly on the date when in est after maturity at had a tional Bark	with interest on the principal fa istallments of principal fa e rate of 10 1/2	leipal balance from t Il due and shall be in per cent per a	ime to time unpaid a addition to the amou noum, and all of sak	t the rate of nt due on principal; each principal and interest or at such other place a	ch of said installments of the being made payable at the legal holder of the
cur in the payment, we days in the performed days, without not NOW, THEREFO I limitations of this to isideration of the sun istee, its or his successive of Legarian and the sun istee, its or his successive of Legarian days and the payment.	when due, of any install mance of any other agr ice), and that all partie DRE, the Mortgagors to rust deed, and the per n of One Dollar in han ssors and assigns, the f a Grange	o secure the payment of the formance of the coverad d paid, the recest it where following described Amal COUNTY OF	rest in accordance we Trust Deed (in which presentment for pay he said principal sum its and agreements of is hereby acknowle Estate and all of the Cook	ith the terms thereof a event election may be nevent election may be ment, notice of dish of money and said in berein contained, by edged, do by these prir estate, right, title a	or in case default shall be made at any time aft onor, protest and notic terest in accordance with the Mortgagors to be esents CONVEY ANI and interest therein, sit AND STATE	l occur and continue for er the expiration of said set of protest. Ith the terms, provisions performed, and also in DWARRANT unto the uate, lying and being in OF ILLINOIS, to wit:
Lot 18 and	d the North 1	./2 of Lot 17 i	in Plock 2 i	n lay and Ly	man's n 4, Township	
Subdivision 38 North, Illinois	on of the Wes Range 12, Ea	st 1/2 of the S st of the Thir	d brincipal	/4 of Section Meridian, i	n Cook County	(*)
Illinois	on of the Wes Range 12, Ea Index # 18-0	st or the Thir	d Frincipal	Meridian, i	n Cook County	6. 8450654
Illinois Permanent ich, with the property	Index # 18-0	4-302-005	the "premises,"	Meridian, i	n Cook County	<b>7.</b> 
Illinois Permanent	Index # 18-0 y hereinafter described Index Number(s):	ust of the Thir u-302-005 d, is referred to herein as 18-04-302-005	the "premises,"	Meridian, 1	n Cook County	<b>7.</b> 
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## THE FOLLOWING ARE THE COTEN NOS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE 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 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 hote.
- 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 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 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 au actized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice at do ith 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 accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the no ders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, state-near 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 secure a 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 be the circ 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 deb'. 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 the note for attorneys' fees, Trustee's fees, appraiser's fees, outlated a 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 scarches and examinations, guarantee policies. Torrens certificates, and similar date 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 in vidence 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 immediate) 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 (1) any action, suit or proceedings, to which either of them shall be a party, either as plain iff, claimant 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 proceeding 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 distroved 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 a dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unprediction of courth, 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 Dota, 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 then alue 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 acceiver. 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 the allegal 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 sail 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 application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a lifetiency.
- 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.
- . H. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and excess 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 Trust e be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable los ray 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 equire 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 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. Nark Jerger 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 REGORD.

. . . .

dentified herewith under Identification No.
Trustee

The Installment Note mentioned in the within Trust Deed has been