

88461145

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made OCTOBER 4, 1988, between MILTON NEWMAN AND MARY NEWMAN, h-w, in Joint Tenancy

herein referred to as "Mortgagors," and LINDA H. KTSANES, of COOK County, Illinois, herein referred to as TRUSTEE, witnesseseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable as stated therein and delivered, in and by which said Note the Mortgagors promise to pay an Amount Financed of EIGHT THOUSAND SEVENTY TWO DOLLARS AND FORTY SIX CENTS (8,072.46) Dollars with interest thereon, payable in installments as follows:

TWO HUNDRED FORTY SIX DOLLARS & FORTY TWO CENTS (246.42) Dollars or more on the 10TH day of NOVEMBER, 1988, and TWO HUNDRED FORTY SIX DOLLARS & FORTY TWO CENTS (246.42) Dollars or more on the same day of each month thereafter, except a final payment of 246.42 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 10TH day of OCTOBER, 1988

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 11 IN BLOCK 28 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 20-34-227-029

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T#3333 TRAN 4434 10/06/88 11:34:00  
#0718 # C \* 88-461145  
COOK COUNTY RECORDER

also known as 8234 S. ST. LAWRENCE ROAD CHICAGO, ILLINOIS 60620  
(Number and Street)

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, 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 Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

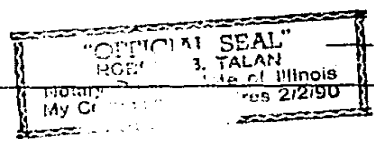
WITNESS the hand and seal of Mortgagors the day and year first above written.

Milton Newman (SEAL) X Mary Newman (SEAL)  
(SEAL) (SEAL)

STATE OF ILLINOIS, }  
County COOK } SS. I, ROBERT B. TALAN  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MILTON NEWMAN & MARY NEWMAN, h-w, in Joint Tenancy who personally known to me to be the same person s whose names are are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of OCTOBER, 1988.

Notarial Seal



Robert B. Talan Notary Public

RECORD DATA 32018322 OCT 6 1988

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TALAN AND KTSANES  
ATTORNEYS AT LAW  
175 W. JACKSON, A-1220  
CHICAGO, ILLINOIS 60604

MAIL TO:



FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1. Mortgagee shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter situated on said premises insured against loss or damage by fire, or other peril, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver 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 secure hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or Trustee's assignee, in full the indebtedness by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness lighting or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment of or agreement which Mortgagee may desire to contest.

2. Mortgagee shall pay before any general or 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 duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or agreement which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment of or agreement which Mortgagee may desire to contest.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee 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 thereon, or redemption from any tax sale or foreclosure affecting said premises or contract any tax or assessment; All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereon, 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the promissory rate set forth herein. Inaction of Trustee or holders of the note shall not be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

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 prepared 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 thereon.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any lien in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other obligation of the Mortgagee herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose thereon. In any suit for foreclosure hereunder, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for a lawyer's fees, appraiser's fees, appraiser's fees, attorney's fees, advertising charges, publication costs and costs which may be estimated as to terms to be expended after entry of the decree of foreclosure of all such abstracts of title, title searches and examinations, title insurance policies, foreclosing notices, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect such suit or to evidence to bidders in any sale which may be had pursuant to such decree the true condition of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become due and payable immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in this trust deed, if any, otherwise the promissory rate set forth therein, to which either by Trustee or holder of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) participation in (c) the commencement of any suit for the foreclosure hereof, or (d) 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 distributed and applied in the following order of priority: first, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, including unpaid on the note; fourth, any overage to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose on a trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of said premises. The receiver appointed may be a party to the sale, without notice, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of said premises.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party if the same were 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 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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully paid; and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing (a) all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number appearing to be placed thereon by a prior trustee designated as the maker thereof, and which conforms with the description herein contained of the note, and which purports to be executed by the persons herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be executed by the persons herein designated as the maker thereof, and which conforms with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may assign by instrument in writing filed in the office of the Recorder of Deeds or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then legal holder of this Trust Deed and the note or notes herein described may, by an instrument in writing, executed and recorded according to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advancement and sale succeed to Trustee's title to said real estate and the trust herein created respecting the same. In the alternative, the then Recorder of Deeds or Registrar of Titles, in which the premises are situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee, and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note or notes secured by this Trust Deed, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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