## OFFICIAL COPY

(Monthly Payments Including Interest)

1933 OCT 26 14 II: 09 3849**2525** 3 CAUTION Consult a leayer before using or acting under this form. Neither the bublisher not the select of this feet makes any werranty with respect thereto, including this remainty of merchantability or timess for a particular outside. . .88 · THIS INDENIURE, made | Qctober 19. Michael F. Knieps and Donna Y. Knieps. 88492525 between ..... his wife .... 9314 S. Sawyer Evergreen Park 11 60642 (NO AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Oak Lawn National Bank Cicero Ave. Oak Lawn IL 604 Dollars, and interest from October 19, 1988, on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent per annum, such principal sun and interest to be payable in installments as tollows. Seventy eight and 31/100------the 15th, day of each and on month thereafter until said note is tully paid, except that the final payment of principal and interest, it not sooner paid, shall be due on the 15th day of OCEODEX 119 98a; such payments on account the income reduces evidenced by said note to be applied that to accound and unpaid interest on the unplud principal balance and the remainder to principal, the portion of each of said installments constituting principal. the extent not paid when due, to bear our rest after the date for payment thereof, at the rate of 12.75, per cent per annum, and all such payments being made pasable at 9400 S. Cice o Ave., Oak Lawn, IL 60453 or at such other piace as the legal holder of the note may, from time to time, in wiring appoint, which note farther provides that at the election of the legal holder thereof and without notice, the principal sam remaining unpaid thereon, to easily default shall occur in the payment, when due, cany installment of principal of interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any ability agreement o natured in this frust Deed in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment to payment, notice of dishoror, prodest and notice of NOW THEREFORE, to secure the payment of the scidprice epalsum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where it is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns on following described Rear Estate and all of their estate, right, title and interest therein. situate, lying and being in the Village of Evergree: Park COLNIYOF Cook AND STATE OF ILLINOIS, to wit LOT 7 AND 8 IN BLOCK 18 IN B. F. JACOBS EVERGREEN PARK SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. which, with the property hereinalter described, is referred to berein as the optemises. Permanent Real Estate Index Number(s): 24-02-422-030 & 031 Addresses) of Real Estate: 9314 S. Sawyer, Evergreen Park, IL 606-TOGETHER with all improvements, terements, casements, and apparter ances therefore helvinging to all rents, issues and profits thereof tot so long and during all such times as Mortgagors may be entitled thereto in shich rents, issues and profits are pludged promised. Indicating a partity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or neteralization, melading insight so the time, light, power, refrigeration, and air conditioning twhether single units or centrally controlled), and sentilation, melading insight is treatful ngittle to regiong. Seconds with so swingly, safety, and workers, which is shown as summer doors and windows, flow coverings, mador beds, stoses and water treaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that as, hundrings and additions and a similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors of assigns shall be part of the mortgaged premise.

TO HAVE AND TO HOLD be premises which the soil finition of the control of the TO HAVE AND TO HOLD the premises anto the said Trustee, its orbits access of and assets to the perpose, and apon the ase and trusts berein set both, free from all rights and benefits under and by surfue of the Homestead Exemption Laws of the State of Homes, much said rights and benefits Mortgagors do hereby expressly release and waive Michael F. Knieps and Donna Y. Knieps, his wife This I rust Deed consists of two pages. The covenants, conditions and prossions appearing on page 2 (the reverse side of this I rust I) eed) are incorporated erein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be hinding on Wastagoes, their heirs, accessors and assigns. The name of a record owner is Witness the hands and seals of Mortgagors the day and year first above written Michael F. Knieps PLEASE PRINT OR TYPE NAME: ST Donna Y. Knieps, f/k/a Donna Mattz BELOW SIGNATUREISI I, the undersigned, a Notary Public in and for said County . State of Illmois, County of in the State abovesaid, DO HEREBY CERTIFY that Michael F. Knieps and Donna V. Knieps, his wife NUMBERS A. Sel d'adrog subscribed to the toregoing instrument, and acknowledged that the Special Selection of the said instrument as the selection of the personally known to me to be the same person  $S_{\rm co}$  , whose name  $S_{\rm co}$  are ALC: SEAL nght of homestead October film & Tracking 19th 6 16 10 T/ Given under my hand and official scal, this don of Commission expires This instrument was prepared by Andrea Lautenbach NAME AND ADDRESS Mailthis instrument to Oak Lawn National Bank 9400 S. Cicero Ave., Oak Lawn, IL 60453 ZP 000€

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Mortgagors shall all keep said premises in good condition and rehalf, without waste, all prompts repair, restore all all buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. The keep said premises there from mechanics liens or liens in tayor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) pay while 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 of 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, sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee of 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 exidenced 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 Mortgagers 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 fax hen or other prior hen or title or claim thereof, or redeem from any tax sale or forfeiture effecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incerted 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 at a cit 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 waiser of any right accounts of the note shall never be considered as a waiser of any right accounts.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes of assessments may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the Solit's of any tax, assessment, sale, forfeiture, tax liets or title or claim thereof.

6. Mortgagors shall pay cold from 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 scured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included by the laws of Illinois for the enforcement of a mortgage ucb. It 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, outlays for focumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended firer intry of the decree i 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 ex dence 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, "It expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the tate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a ran yaction, and or proceeding, to which either of them shall be a party, either as plantage, can yaction, and or proceeding, to which either of them shall be a party, either as plantage, can yaction, and or proceedings, to which either of them shall be a party, either as plantage, can addition, by reason of this Trust Deed of any indebtedness hereby secured, or the preparations for the commencement of any suit for the fore lessure hereof after accrual of such right to toreckee whether or not actually commenced.

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8 The proceeds of any forecle\_are sale of the premises shall be dist ibyled 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 indebtedners, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unraic; fourth, 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 Deed the Court in which such complaint is filed may appoint a preceiver of shid promises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then with of the premises or whether the same shall be then occupied as a homestad or not and the Trustee hereunder may be appointed as such receiver shall have power to collect the rents. Such a profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory secreted for redemption, whether there be redemption or not, as well as during any further time which may be necessary or are usual in such cases for Just 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 or such "eriod. The Court from time to time may Just horize 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 terface or any leafness which not be sale and terface or any late to the deficiency of the deficiency in the sale and terface or any late or the lien which would not be the deficiency of a sale and terface or any late or the lien which would not be deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject in any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

II. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time, and secess 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, a 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 he way 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 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 purpoets 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.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT

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.