00

(Monthly Payments Including Interest)

88530920

CAUTION: Consult a teaper before using or acting under this form, the time publisher not the saler of this form makes any warranty with respects thereto, including any warranty of merchantability or timess for a periodial purpose

88530920

	THIS INDENTURE, made November 11, 19 58	1	
	between Thomas E. Dryer & Sharon A. Dryer, his wife		
	9410 S. Winchester, Chicago, IL. 60620		
- 1	(NO. AND STREET) (CITY) (STATE)		
J.	herein referred to as "Mortgagors," and		
Tio	Oak Lawn National Bank		
_	9400 S. Cicero Ave., Oak Lawn, IL. 60453		
	(NO.AND STREET) (CITY) (STATE)		
·	herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date	The Ahme Space For Records	a, r f. c O≡ÿ.
2/	herewith, executed by Mortgagors, made payable to Bosterand gringled in a did note Mortgagors promise to pay the principal sum of FIII BER THOUSAND and	20/309	
5	note Mortgagors promise to pay the principal sum of P110000110 Citous and Cit	.:0/ 200	11 25
~	Dollars, and interest fir 1 Yovember 11, 1988 on the balance of principal ter	naining from time to time unpaid at the rate of	<u></u>
	per annum, such principal we and interest to be payable in installments as follows: Three	e nuncred twenty excht and	3// 100
1	Dollars on the 20th ay in December 1988 and Infee number	twenty eitht and 57/100	Doilan en
. 5	the 20th day of each and or any month thereafter until said note is fully paid, except t	that the final payment of principal and interest	, if not scener paid,
	shall be due on the 20th /aye November 1993 all such payments on acco	runt of the indebtedness evidenced by said not	e to be applied first
2	to accrued and unpaid interest on the un; aid principal balance and the remainder to principal	i; the portion of each of said installments coast	ituting principal, to
-	the extent not paid when due, to bear in erest after the date for payment thereof, at the rat		
\	made payable at 9400 S. Cicero Ave., Dak Lawn, IL. 50453 bolder of the note may, from time to time, in strong appoint, which note further provides that	or at each other	place as the legal
•	principal com remaining unmaid thereon, theether with accrued interest thereon, shall be set	me at once due and navable, at the place of pa	.ವಾಲಾ: ೨:೧:୯∿ಒ. ಜ
	ence default thall occur in the navment, when due, of a winstallment of principal or interest if	n accordance with the terms thereof or in case	Jelauli Chall Cocur
	and continue for three days in the performance of om office agreement contained in this Trus expiration of said three days, without notice), and the call parties thereto severally waive pr	t Deed (in which event election may be made a eventment for navment, notice of dishopot, or	otest and notice of
	protest.		
	NOW THEREFORE, to secure the payment of the said principal sum of money and inte	test in accordance with the terms, provisions at	d limitations of the
	above mentioned note and of this Trust Deed, and the performance of the covenants and agre- also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby	ements betein contained, by the Morigagors to viacknowledned. Mortranors by these bresent	CONVEY AND
	WARRANT unto the Trustee, its or his successors and assign, the following described Re	cal Estage and all of their estate, right, little at	ad interest therein.
	situate, lying and being in the City of Chicago , COUNTY C	OF COOK AND STATE OF	ILLINOIS, to witt
	LOT THREE (3) AND THE NORTH TEN FEET OF LOT (4)	IN PLOTKE AND GROSBY'S	
	RE SUBDIVISION OF BLOCK THIRTY-NINE (33) IN HILL	IARD AND DOBBIN'S	
	SUBDIVISION IN SECTION SIX (6) TOWNSHIP THERTY-S	EVEN (37) NORTH, RANGE,	;
	(14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CO	OK COUNTY, ILLINOIS	40
			;

which, with the property hereinafter described, is referred to herein as the "pre-Permanent Real Estate Index Number(s): 25-06-421-015 Address(es) of Real Estate: 9410 S. Winchester, Chicago, IL. 60620

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and silver is, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged princain), and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to sur, v. heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and vernitation, including (without restrict in the foregoing). Screen, window shades, awnings, storm doors and windows, floor on enings, mader beds, stores and water heaters. All of the foregoing it: d calared 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 initiation 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 unto the said Trustee, its or his successors and assigns, forever, for the perposes, 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 Illings as the headinghts and benefits Mortgagors do hereby expressly release and waite.

Mortgagors do hereby expressly release and waive.

The name of a record owner is: Thomas E. Dryer & Sharon A. Dryer, his wife 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on 3 out pages, their heirs.

ccessors and assigns. Witness the hands and seals of Mortgagors the day and year first above written Dryer PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) .1Scali (Seal) ·. I, the undersigned, a Notary Public in and for said Cour State of Illinois, County of ... <u>Dryer & Sharon A. Dryer, his wife</u>

oracial state NOTICE A MEDOW Spendingly known to me to be the same person S whose name S 278 ... subscribed to the foregoing instrument,

Given under my hand and official:	seal this 11th	dayof	Hovember	Silna 1	<u>:0_68</u>
Commission expires	10-16 1991.		X Live	U. Herrien	
•					SHOOTS STON
This instrument was prepared by	Lauren Andersen	NULUE AND ADDRESS!			

<u>Oak Lawn National Sank</u>

9400 S. Cicero Ave., Oak OR RECORDER'S OFFICE BOX NO. ECX 33.50

3000E

- THE FOLLOWING ARE THE COVERATS, CONDITIONS AND PROVISIONS REFERRIT TO PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH ARMAD PAIT OF THE THE THE UNICH 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 tharge 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.
- 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 espedient, 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 sontest 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 as d 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 accuring to them on account of any default hereunder on the past 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, sta'ement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the "lat' ty of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay e.c., 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 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 berein contained.
- 7. When the indebtedness hereby secured 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 'law; the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illimois for the enforcement of a mortgage or hand an analysis 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 locumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended; fire 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 may be ence 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 add here, and expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and tramed tate your 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 Compactions, so which either of them shall be a party, either as plaint if, 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 for accure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threa ened suit or proceedings, to which either of them shall be a party, either as plaint if, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threa ened su
- 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 indebteon as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair; 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 receiver of said premises. Such appointment may be made either before or after sale, without relieve, without regard to the solveney of Mortgagors at the time of application for such receiver and without regard to the then vilue 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 then Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have 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) To 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.
- II. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and across 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 to obligated to record this Trust Deed or to exercise any power herein given utiless 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 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 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 filect 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.

1MPORTAN	1
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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.

dentified herewith under Identification No.
Toulon

The Installment Note mentioned in the within Trust Deed has been

UNOFFEMILARIDEROPY Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11th day of NOVEMBER 11.	ie gg.
and is incorporated into and shall be deemed to amend and supplement the Mongage. Deed of Tru	
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure OAK LAWN NATIONAL BANK	Borrower's Note to the "Lender"
of the same date and covering the property described in the Security Instrument and located at:	
9410 S. Winchester., Chicago, Il. 60620	
(Property Entreet)	

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORD'NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS in SURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance in required by Uniform Covenant 5.
 - D. "BORROWER'S P.GHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF L'ACES. Upon Lender's request. Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Becrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender, or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all reads received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the reals and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receive, may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Thomas E Luger (Scal)
Thomas E. Dryer

Sharm A. Dryer (Scal)
Sharon A. Dryer

UNOFFICIAL COPY

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