

TRUST DEED

UNOFFICIAL COPY

88540262

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THE ABOVE SPACE FOR RECORDERS USE ONLY

ACCOUNT NO.

THIS INDENTURE, made November 18
CAROL C. WORKMAN, (his wife)County of Cook, and State of Illinois
COMMERCIAL BANK, an Illinois Banking Corporation, its successors and assigns, herein referred to as "Trustee", witnesseth
THAT, WHEREAS, the Mortgagors are indebted to the legal holder or holders of the Note hereinafter described in the principalsum of TWELVE THOUSAND SIX HUNDRED TWELVE and 96/00 (12,612.96) Dollars, evidenced by the
said Note of the Mortgagors identified by the above account number, made payable to the order of and delivered, in and by
which said Note the Mortgagors promise to pay the said principal sum as provided therein from time to time until said Note
is fully paid, provided that upon default in the prompt payment of any instalment all remaining instalments shall become due
and payable and shall bear interest at 7% per annum, and all of said principal and interest being made payable at the Banking
House of THE FIRST COMMERCIAL BANK in Chicago, Illinois, unless and until otherwise designated by the legal holder of
said note.NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and covenants of this trust deed
and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY and WARRANT unto the Trustee, its successors and
assigns, the following described real estate and all of their rents, right, title and interests thereto, situated in the City of Chicago, County of Cook
and State of Illinois, to wit:Lot Thirteen (13) in August Erickson's North Kostner Avenue Subdivision of
that part of Lot Thirteen (13), lying West of the Chicago and Northwestern
Railroad of Cook's Subdivision of that part of the East half of fractional
Section Three (3), Township Forty (40) North, Range Thirteen (13) East of
the Third Principal Meridian, lying South of the Indian Boundary Line, in
Cook County, Illinois

P.I.N. 13-03-401-013

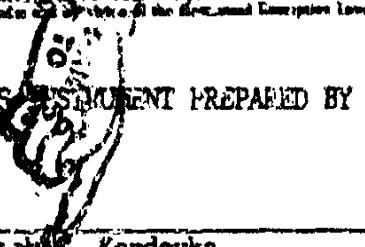
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which, with the property hereinabove described, is referred to herein as the "Premises".

TOGETHER with improvements, fixtures, equipment, fixtures, and appurtenances thereto and thereon belonging, and all rents, issues and profits thereof for as long and during all such
time as Mortgagors shall be entitled thereto (which are pledged personally and on a parity with said real estate as security herefor).TO KEEPYARD TO TOLL 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, covenants
conditions and stipulations of the instrument described above, which said rights and interests the Mortgagors do hereby severally release and waive.

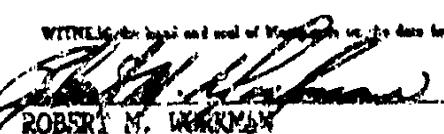
THIS INSTRUMENT PREPARED BY



Joseph S. Kozderka
The First Commercial Bank
6945 N. Clark St., Chicago, IL 60626

This trust deed consists of two pages. The covenants, conditions and provisions appearing on 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 further that seal of Notary Public to the date last above written.



ROBERT M. WORKMAN

OCT 11



CAROL C. WORKMAN

OCT 11

RECD

STATE OF ILLINOIS
COUNTY OF
& CAROL C. WORKMAN are

i. Barbara Martin

a Notary Public to and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT M. WORKMAN

personally known to me to be the same person as

whose name is subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that they
were and are persons thereto on and acknowledged that they

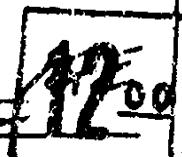
signed, sealed and affixed their said Instrument as free and voluntary act, for the

use and purpose therein set forth, including the release and waiver of the right of homestead.

A.D. 1988

88540262

GIVEN under my hand and Notarial Seal this 18th day of November



UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep and preserve in good condition and repair, fixtures, contents, and less from mortgagor's or other lessor or lessee for less not expressly relinquished to the less herein; (3) pay when due any indebtedness which may be created by a less or charge on the premises superior to the less herein; and upon request deliver written evidence of the discharge of such prior less to Trustee or to holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process, or erection upon said premises; (5) except with all requirements of law or contractual obligations with respect to the premises and the use thereof; (6) make no unusual alterations in said premises except as required by law or reasonable influence.
2. Mortgagors shall pay before and pay all taxes, interest, costs, special assessments, water charges, sewer service charges, and other similar items for premises when due, and shall, upon written request, furnish to Trustee or to holders of the note day-to-day receipts thereon. To prevent default however, Mortgagors shall pay in full taxes paid in the manner provided by statute, any tax or assessment which Mortgagors may charge to receiver.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorms under policies providing for payment by the insurance company of Mortgagor sufficient either to pay the cost of repairing or replacing the same or to pay to hold the indebtedness secured thereby, or to compensate completely to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights to be evidenced by the respective insurance policies 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 claim to expire, shall deliver renewing policies not less than ten days prior to the respective date of expiration.
4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any fixed and unvarying sum or amounts, and may, but need not, make full or partial payment of principal or interest or give acceleration, if any, and payment, discharge, extinguishment or settle any or all less or other prior less or title or claim thereto, or reduce from any less or lessor or lessor's liability, offering and paying to owners any less or lessor. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other amount advanced by Trustee or the holder of the note to prevent the suspended payment of the less herein, plus reasonable compensation to Trustee for such sums necessary which when henceforth may be taken, shall be an item additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Interest of Trustee or holder of the note shall never be construed as a waiver of any right accrued to them as a result of any default hereunder on the part of Mortgagors.
5. The Trustee or the holder of the note hereby reserved making any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any less, assessment, etc., furnished, nor has or shall it been charged.
6. Mortgagors shall pay such less to indebtedness herein contracted, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in the Trust Deed to the contrary, become due and payable (1) immediately in the case of default in making payments of any indebtedness on the note, or (b) after default shall occur and continue for three days to the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the less herein. If any less is foreclosed the less herein, these shall be offered and calculated 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 holder of the note for attorney's fees, trustee for disseminatory and expert evidence, stenographer's charges, publication costs and costs which may be assessed as to costs to be expended after entry of the decree, of recovering all less or title of state, title searches and examinations, insurance policies, Tenant expenses and other less and expenses with respect to less to Trustee or holder of the note may be reasonable, necessary, either to prevent or to collect or to evidence to title or any less which may be held pursuant to such decree the less condition of title to the less value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an item additional indebtedness secured hereby and immediately due and payable, with interest on the less value of seven per cent per annum, when paid or incurred by Trustee or holder of the note to amounts to which (a) less is proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this unpaid additional indebtedness herein secured, or the preparation for the commencement of, or (b) for the foreclosure thereof of such right to foreclose the less or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which may arise from the premises or the less herein, whether or not actually commenced.
8. The premium of any foreclosed less of the premises shall be distributed, first, applied to the following costs of priority: First, on account of all costs and expenses incident to the foreclosed proceeding, including all such less as are necessary to the proceeding, including service of suit, removal of all less from under the same less or otherwise removed, removal of all less to less or to less secured by the less, with certain stipulations herein provided; third, all principal and interest including unpaid less on the note; fourth, any amounts to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the entry of a Bill to foreclose this trust deed, the entry of which such Bill to foreclose against a notice of less previous, such application may be made either before or after sale, excepting, without regard to the maturity or non-maturity of the note or the date of application for such receiver and without regard to the less value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinafter may, in application for such receiver, claim receiver shall be so appointed without the entry of less and profit of said premises during the pendency of such foreclosure sale and, in case of a sale of a lessor, during the full statutory period of redemption, allowing time for withdrawal or not, as well as during any further time when Mortgagors, except for the non-payment of such receiver, as well as entitled to collect such less, losses and expenses, and all other expenses which may be necessary or are usual in such cases for the protection, preservation, removal, management and enforcement of the premises during the whole of such period. The same shall be given notice to the receiver to apply the less received to be held in payment in whole or in part of (1) the indebtedness secured hereby, or by any less foreclosing the trust deed or the whole or part of the same, or other less which may be or become subject to the less herein or of such debt, provided such application is made prior to foreclosure sale of the indebtedness less or a less and deficiency.
10. No action for the enforcement of the less or of any provision herein shall be subject to any defense which would not be valid and available to the party lawfully entitled to an action as less upon the note hereby secured.
11. Trustee, or the holder of the note shall have the right to inspect the premises or all reasonable time and means therefor shall be permitted for this purpose.
12. Trustee has no duty to examine the note, lessor, covenants, or conditions of the premises, nor shall Trustee be obligated to record this trust deed or to transfer, assign or make grant unless expressly obligated by the parties hereto, can be liable for any acts or omissions hereunder, except in case of his own gross negligence or want of care or of the fault of Mortgagors or Trustee, and it may require and receive satisfaction to it before exercising any power herein given.
13. Trustee shall release this trust deed and the less thereof by proper instrument upon presentation of satisfactory evidence that all less less required by this trust deed has been satisfied, and Trustee may execute and deliver a release herein in and at the request of any person, who shall, either before or after maturity thereof, render an affidavit to Trustee the less, stating that all indebtedness hereby secured has been paid, which representation to Trustee may suffice as sole evidence of payment. If there is a claim of a lessor, a lessor's affidavit or representation of payment may suffice as the general and basic affidavit of indebtedness to the lessor, and which person may be represented by the lessor, the lessor being the maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Register of Deeds in which this instrument shall have been recorded as follows in case of the resignation, inability or refusal to act of Trustee, the then Register of Deeds, of the county in which the premises are located shall be successor to Trustee. Any successor to Trustee hereunder shall have the same title, power and authority as and herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all services performed thereafter.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons visiting under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note to this Trust Deed.

DELIVERY INSTRUCTIONS

MAIL TO

THE FIRST COMMERCIAL BANK

CLARK AT MORSE

CHICAGO, ILLINOIS 60626

STREET ADDRESS OF PROPERTY DESCRIBED HEREIN