

TRUST DEED

DEPT-01 RECORDING \$12.00
THE ABOVE SPACE FORT 12/12/88 10:35:00
1988 between 3283 R 88-571215
COOK COUNTY RECORDER

Seven thousand and no/100ths-----(\$7,000.00) Dollars.

on the balance of principal remaining from time to time unpaid at the rate of **12.50%** per cent per annum in instalments as follows:

One hundred fifty seven and 49/100ths----- DOLLARS
157.49) of the 15th day of each month

THELESTER until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of December, 1993. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment under said note when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable to each bank, firm, bank or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Bridgeview Bank & Trust Company, Bridgeview, Illinois.

NOW, HERETOFORE, the Mortgagor has agreed the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of one dollar in hand paid (the receipt whereof is hereby acknowledged) 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, being in the:

COUNTY OF **Cook** AND STATE OF ILLINOIS ss. and

Lot 34 in Alpine Gardens First Addition, being a subdivision of Lot 3 and the North half of Lot 4 in County Clerk's Division of the East half of the Southeast quarter of Section 3, Township 37 North, Range 12, East of the Third Principal Meridian (said North half of Lot 4 being the North half of the North half of the North half of the Southeast quarter of the Southeast quarter of said Section 3) in Cook County, Illinois. *** P.I.N. 23-03-417-004-0000

[illegible][illegible][illegible][illegible]

x Mary Sue Gallet
Mary Sue Gallet

[illegible]

(See also)

Kathleen L. Clement

Mary Sue Gallet, divorced and not since remarried

Cook

"OFFICIAL SEAL"
KATHLEEN L. CLEMENT
Notary Public, State of Illinois
My Commission Expires Oct. 27, 1991

is _____ show name

is a constant, the two equations become identical and the solution is

she

her

9th December 1988

Kathleen R. Clement Notary Public

10	NAME	BRIDGEVIEW BANK AND TRUST COMPANY
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7940 S. Harlem Avenue

Bridgeview, Illinois 60455

INSTRUCTIONS TO THE READER 206

FOR INFORMATION, THE FOLLOWING
COUNTRIES HAVE ADOPTED AN ADOPTIVE
OR ADOPTIVE PROVISIONS:

8831 W. 92nd Place Hickory Hills, Il

Peter E. Haleas, Attorney at Law

7940 S. Harlem Avenue

Bridgeview, Illinois 60455

3. Mortgagors shall promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may be damaged or be destroyed, keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof. (3) 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. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (6) make no material alterations in said premises except as required by law or municipal ordinance.

4. 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 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.

5. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 or to the holders 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 renewal 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 expiratory date of expiration.

6. 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 foreclosure 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 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 and with interest thereon at the then highest rate permitted by law. In action 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.

7. 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 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.

8. Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or 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 agreement of the Mortgagors herein contained.

9. 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 the lien hereof. 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, costs for documents and expenses incurred in searches and examinations, guarantee policies, foreman 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 evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with, and proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, in any suit, action or proceeding, or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

10. 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 indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining on and due the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

11. Upon, or at any time after the filing of a bill to foreclose this 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 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 value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed 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 deficiency, during the full statutory period of 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 or appropriate in 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 (a) the indebtedness secured hereby, or (b) any decree foreclosing this trust deed, or (c) any other debt or claim, or (d) 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, or (e) the sale, in case of a sale and deficiency.

12. 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 charging same in an action at law upon the note hereby secured.

13. 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.

14. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed for any reason, any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder except in case of intentional negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnifier satisfactory to a before exercising any power herein given.

15. 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 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 signature or signatures purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

16. 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, and in case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be successor Trustee. 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 exempt from any reasonable compensation for all acts performed hereunder.

17. 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 heirs of Mortgagors, when used herein shall include all such persons and all persons liable for the payment of the indebtedness in any part thereof, whether or not an assignor, shall have executed the note or this Trust Deed.

18. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance, as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be a bar to such acceleration, or of acceleration in any such conveyance or encumbrance.

19. This Trust Deed shall secure any future advances made by the Mortgagor, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of **Seven thousand and no/100ths** Dollars, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage."

20. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment date an additional amount equal to one twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Bank is authorized to use such moneys for the payment of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Bank the difference forthwith. It shall not be obligatory upon the Bank to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the bank incur any personal liability for anything it may do or omit to do hereunder.

21. A late charge on payments made more than 15 days after due date of the month due shall be charged at the maximum rate permissible by law.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **831**

Bridgeview Bank & Trust Company, Bridgeview, Illinois, Trustee

By

VICE PRESIDENT