

844245, 7 2 Y 5

Courtney W. & Shirley L. Hays 2132 Robin Crest Lane Glenview, IL 60025

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

January 11

, 1988

Courtney W. & Shirley L. Hays, his wife as joint tenants

herein referred to as "Mortgagors," and First National Bank of Lake Forest, a National Banking Association, having its principal office in Lake Forest, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the loststoped Note hereinafter herewith, made payable to ASCANACE. and delivered, in which Note the Mortgagors promise to pay the principal sum and interest on the balance of principal remaining from time to time unpaid at the rate therein stated in instalments as follows:

Interest paid monthly to begin on February 11, 1988

INVINITION TO BE A CONTROL OF THE PROPERTY OF cipal and interest, if not sooner paid, shall be due on the 11th day of January ,1991** all such payments on account of the indebtedness evidenced by the note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of per note % per ini um, and all of the principal and interest being made payable at such banking house or trust company in Lake Forest, litinois as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the First National Bank of Lake Forest in Lake Forest, Illinois.

NOW, THEREFORE, the Mortpagors to secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the coverants and agreements herein contained, by the Mortpagors 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 a literal in the

County of

Cook

and State of Illinois, to wit:

Lot 136 in Wyatt & Coons County Place Unit #5, being a Subdivision of part of the Southeast 1 of the Southeast 1 of Section 34, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 JAN 15 PM 1: 46

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Cherek abe

2132 Robin Crest Lane. PTN: 04-34-413-023 HJOM.

- First National Bank of Lake Forest
- and all extensions, renewals & substitutions thereof

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

TOGETHER with all improvements, tenuments, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and poof is bereal for so long and during all such times as mortgagors may be entitled thereto (which are pledged primarily and on a parity with the real estate and not see indeally, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heal, gas, air conditioning, water, light, power, retrigeration (which is the units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, lina or 'eds, awnings, sloves and white heaters. All of the loregoing are declared to be a part of the real estate whether physically attached therefore 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 a part of the real estate.

TO HAVE AND TO HOLD the premises unto the 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 Homestend Exemption Laws of the State of Illinois, which rights and benefits the Mortgagors do hereby expressly release and wave.

			inding on the Mortgagors, their heirs
successors and assign	ns. /		
		r(s) the day and year first above w	ritten.
Greet	angle Heyp	(SEAL)	(SEAL)
Shirley	J. Halls	(SEAL)	(SEAL)
STATE OF ILLINOIS	the under	signed	
COUNTY OF COOK		t residing in said County, in the State aloresaid. W. & Shirley L. Hays	, DO HEREBY CERTIFY that
			nmo S STE subscribed to the loregoing
		• •	hey signed, sealed and delivered such urgoses therein set torth, including the release and
	waiver of the right of homestead,	.1 (4 /	Januay 1, 88

UNOFFICIAL C

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE HEREOF:

I. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and religit, without waste, and tree from mechanics; or other liens or claims for lien not expressly subordinated to the lien hereot; (c) pay when due any indebteness which may be secured by altern or charge on the premises superior to the lien hereot; and upon request exhibit satisfactory evidence of the discharge or such prior lien for related or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material attentions in the premises except as required by two or municipal ordinance.

process of erection upon the premises scrept with all requirements; of law or finincipal ordinances with respect to the premises seeing as required by law or municipal-ordinance.

2. Mortgagors shall pay before any penalty allaches 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 funder protest; in the manner provided by statule, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or herastic situated on the premises insured against loss or damage by fire and other casualties usualty included in an extended coverage endosement; under poticies, providing for payment by the insurance companies of moneys sufficient either to go the replacing or repairing the same or to pay in full; the indebtedness secured hereby, all in companies satisfactory to the holders of the note; such rights to be evidenced by the standard mortgage clause to be attached to each policy, in case of default all policies, including additional and renewal policies, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and all its default deliver all policies, including additional and renewal policies, such rights to be evidenced by the standard mortgage clause to be attached to each policy, 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, compronse or settle any lax lien or other prior lien or, tills or claim indebtory or deem from any lax laster or neutronistics or other prior lien or, tills or claim indebtory or deem from any lax laster or neutronistics or contest any standard policies and all moreys, paid for any of the gurposes herein authorized any all pa

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, at 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 thirty days in the patformance of any other agreement of the Mortgagors herein contained.

holders of the note, and without notice to Morigagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed shall in the case of reliability payment of any instalment of principal or literas on the note; or (b) when dealuit shall be come due, whether, by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the line hereof, there shall be allowed and rolled as a didlinonal indebtedness in the decree for sale all expenditures and expenses which may be paid in or irred by or on behalf of Trustee or holders, of the note for allowing statement of the payment of the content of the note of the

misconduct or that of the spenis or employees of Trustee, and it may require indemnites satisfactory to it before exercising any gower haven given.

13. Trustee shall release this Trust-Deed and the iten thereof by proper instrume I 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 her of to and at the request of any person who shall, either before or after maturity thereof, produce and eathful to Trustee the note, representing that all indebtedness heret is secured has been paid, which representation Trustee may accept as free without of the person that all indebtedness heret is secured has been paid, which representation Trustee may accept as free without of the person in the person of the person described any note which bears a certificate of any person of the person described any note which with the observable of the original Trustee and it has never executed, a certificate on any Instrument identifying same as the note described herein; and which purpose may be personal herein described any note which may be presented and which conforms in substance with the describing herein/contained of the index of the mode of the persons herein described any note which may be presented and which conforms in substance with the describing herein/contained of the mode of the residence of the persons herein described any note which may be presented and which purposes the residence of the persons herein described any note which may be presented and which conforms in substance, with the describing the office of the Recorder of New attribute to be executed by the persons herein described of the conformation of the persons herein described of the persons herein described any note which may be presented and which purposes may resign by instrument; shall have been recorded of files of the feed of the fee

TS. This Tuest Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all pirsons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the paymer to like indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed;

persons shall have executed the note or this Trust Deed;

16. Without the prior written consent of the holders of the note, Mortgagors shall not convey or encumber of the premises. Notwithstanding anything in the note or this Trust Deed to the content, at the election of the holders of the note and without notice to Mortgagors; for use the of this covenant all unpaid indebtedness secured hereby shall become immediately due and payable, and no delay in such election after actual or constructive no ice of such breach shall be construed as a waiver of or acquisizance in any such conveyance, or encumbrance.

17. In order to provide for the payment of lases, essessments and insurance premiums sequined to be paid hereunder by whorf score, Mortgagors shall deposit with the holders of the indebtedness secured hereby, or such other person, from or corporation at the holders of the indebtedness secured hereby may serve and insurance premium or all such insurance as determined by the amount of the last evaluable hills and 1/12th of the annual taxes and essessments assessed against the premises or such other persons. International premium or all such insurance as determined by the amount of the last evaluable hills and 1/12th of the annual taxes and essessments assessed against the premises in his determined to be payable with respect to the premises in his determined by the amount of such insurance and its reserves as to it in his determined to the payment of such its season as assessments as the same become due of for renewing insurance policies when the same expire of lor paying premise, and in the event any defect shall exist in the payment of such taxes and essessments as the same become due of for renewing insurance policies when the same expire of lor paying premise, and in the event any defect shall exist in the payment of such taxes and essessments as the same become due of for renewing insurance premiums. In case of default in paym it of any monthly installment or in the paylor manual taxes, and expected the paym

Promissory

First Maria

and substitutions thereof

P+1 (First National Bank of Chicago's prime rate)

ent: 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 Jacord

After recording, mail to:

BOX 333 - CC

Brenda S. Pullen same as below

Brenda S. Pullen Prepared by:

First National Bank of Lake Forest NAME

Peter Klett Loan Officer

M Note mentioned in the within Trust Deed has been identified hers

and all extensions, renewals

STREET 265 E. Deerpath Road

Lake Forest, IL 60045