(Monthly Payments Including Interest)

Palatine (CITY)

makes any warrenty with respect thereto, including any werrenty of merchantability or littless for a particular purpose.					88050445			
		Tanuary 22	88					
THIS INDENTURE,		January 22,	19,					
between Patric	k J. McCann,	married to		[ ,	DEPT-01 RECORDING		40 017	
Shelly McC						02/03/88 09:42	12.25 :00	
1132 Count	ryside Drive DSTREET) Hortgagors," and Tho	Hanover Pk, (C)(Y) Mas W. Hunter	STATE)	<b>3</b>		8-05044		
herein referred to as "M	torigagors," and	mus n. Hancer						
(NO. AND	thwest Hwy,	(CITY)	60067					
herein referred to as "I to the legal holder of a pherewith, executed by a	rustee," witnesseth: That principal promissory note, lortgagors, made payable	Whereas Mortgagors are ju- termed "Installment Note," to Bearer and delivered, in	istly indobted of even date and by which	hundra	The Above Space For Record and 00/00 (	der's Use Only		
Dollars, and interest fro	", January 2	2 , 198新 the balance i	of principal remain	ning from tic	ne to time unpaid at the rate (	of N.1 D.C. per cent.		
					XXXXXXXXXXX		ζ	
					жиюмирии и жини,			
жжжыны жакыны жа	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXII such pag	yments on accoun	t of the inde	btedness evidenced by said n Teach of said installments cor	ote to be applied first		
the consumer and and bushess	ar alama i ar banna i i karasa a situ	er tha data for navenant the	energy out their energy of	Nine	mar and mar annum and all	enab puramente baina		
made parable at 80	0 E. Northwa	st Hwy. Palat	ine. IL.	60067	or at such oth	er place as the leval		
holder of the note may,	from time to time, in w Di.	g appoint, which note furth	er provides that a	the election	of the legal holder thereof a	id without notice, the		
case default shall occur i	t unpula thereou, together In the payment, when due, i	wan accracy interest there of an vinstallment of princip	al or interest in ac	cordince wi	th the terms thereof or in ca	se default shall occur		
					or at such oth sof the legal holder thereof a and payable, at the place of a th the terms thereof or in ca h event election may be mad- ayment, notice of dishonor,			
NOW THEREFOI above mentioned note a	RE, to secure the payment ( nd of this Trust Deed, and (	of the said principal sum of n the performance of the cove	noney and interest nants and agreem	t in accordan ents herein c	ce with the terms, provisions ontained, by the Mortgagors	and limitations of the to be performed, and		
also in consideration of WARRANT anto the	the sum of One Dollar in Imstee, its or his successo	hand paid, the receipt who is and assigns, to a Mowin	ereof is hereby no g described Rent	knowledged Estate and a	ce with the terms, provisions ontained, by the Mortgagors I, Mortgagors by these presc ill of their estate, right, title	nts CONVEY AND and interest therein,		
situate, lying and being	in the		, COUNTY OF	COOK	AND STATE C	FILLINOIS, to wit:		
Part of Lot	8 lying East	erly of a lin	e drawn	from a	point in the	Northerly		
line of said	Lot, 32.21	feet Easterly	of the	Northw	est corner the	ereor to		
a point in t	ne Southerly	tine or said	n U 22000	.48 IE	et Easterly o	t the South		
westerry cor	of part of the	to Brock 30 r	n Fallove	of Sec	tion 31 and the	, 4, a se Southeas	i t	
subulvision quarter of S	ection 30. To	ownship 41 No	rth. Ren	ge 10.	East of the	hird Princ	ipal	
Meridian, in	Cook County	Illinois	remises,"		ലയവ	50445	- <u>-</u>	
Permanent Real Estate	Index Number(s): 07	-31-307-08	59 A			20442		
Address(es) of Real Est	ate: 1132 Count	ryside Drive,	Hanover	Park,	Il. 60103			
secondarily), and all lix and air conditioning (w awnings, storm doors an mortgaged premises wh articles hereafter placed	tures, apparatus, equipmet hether single units or cem ad windows, floor covering ether physically attached th in the premises by Mortga	nt or articles now or hereatt traffy controlled), and vent gs, mador beds, stoves and tereto or not, and it is ugree tgors or their successors or a	er therein or thereilation, including water heaters. A d that all buildings assigns shall be pa	eon used to s (without real) If of the fore and addition at of the more	tall cors, issues and profits to marily and on a parity with sample, pass, water, light strict ag the foregoing), ser expension a effective day of the appropriate profits and after milar or other appring aged premises.	power, refrigeration ens, window shades, ed to be a part of the aratus, equipment or		
Marking are des harabu a	empedical malanea and conjug							
		J. McCann, ma			e reverse side of this Trust De	ad her language and al		
herein by reference and successors and assigns.	hereby are made a part l	iercof the same as though	they were here so	et out in fall	and shall be binding on who	ny agors, their heirs,		
withers the names a	X Post In	day and year first above w	(Sout)			(Senl)		
PLEASE PRINT OR	Patrick O.	McCann	(9011)			•		
TYPE NAME(S) UELOW								
SIGNATURE(S)					ar deserves videoris (All deserving de 18 818 à 1884), que april de 18 9 que de 18 9 que de 18 9 que de 18 9 q	(Seal)		
State of Illinois, County	or Cook	· ·		I, the un	dersigned, a Notary Public h	and for said County		
	in the State aforesaid, I	DO HEREBY CERTIFY ( Cann.	<sub>hat</sub> Patri	ck J.	McCann, marri	ad to		
IMPRESS SEAL		ne to be the same person .			subscribed to the to		•	
HENE	appeared before me th	is day in person, and acknowed and voluntary act, for the	owledged that he uses and purpo	h.@ sig oses therein	mod, senied and delivered in set to the discharge the self My commission txp	Se And Walter of the	ထို	
Olivan nastawani tamat		7 / 1	( \u03b4	مست	, minhhim	Jan 1998	Õ	
Commission expires	december 30	4 9 /	7,00		(war Har	mas	- 50	
This instrument was pre	pared by Thomas !	W. Hunter 800	E. Nort		nwy, Palatine	Notary Public 11. 60067	88050445	
Mail this instrument to	Thomas W. H	unter 8	00 E. No	rthwes	t Hwy.		5	

60067 (ZIP COOE)

- THE FOLLOWING ARE THE COVENING CONDITIONS AND PROVISIONS (EFERE) TO ONPAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHILL ROW TAR TOP THE TRUST DEED WHICH THERE SEGINS:

  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 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 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 on 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 forfeiture 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 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 and will interest thereon at the tate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to hem on account of any default hereunder on the part 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, 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.
- 6. Mortgagors shall pay er it item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the distribution note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in the principal or interest, or in case detail shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 7. When the indebtedness hereby secred 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 have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage drot. 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, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after 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 a cidence to bidders at any sale which may be had pursuant to such decree the true condition of the little to or the value of the premises. In addition; ill expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immarkable, vide 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 (1) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plainable, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding in affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding to the premises or the security h actually commenced.
- 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 ruch items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining up, aid; 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 Derd, he Court in which such complaint is filed may appoint a receiver of said premises Such appointment may be made either before or after sale, wit not notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the the 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 that so then 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 in such cases for the protection, possession, control, management and operation of the premises during the whole of aid 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) 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 deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be abject 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tim's and access 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 be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or 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 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 Tours Board has been
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IMPORTANT		<i>(</i>
R THE PROTECTION OF BOTH THE BORROWER AND	Librario de Caracilela da Santo de Caracile	S- 101
K THE PROTECTION OF BOTH THE BORROWER AND	inclined herewith under sectines post	NO
LINE WITH LIGHT ON ALLENDER BY MILLS WITH STORE	The state of the s	

LENDER, THE NOTE SECURED BY THIS TRUST DEED: SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Thomas & Skur