TREST DELD ((LIN) IN FORM NO. 208 or Ula Viit) Nice Form 448 hiy Payments Including Interest)

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THIS INDENT	TURE, made	May 4,		19_88				\$
between	Henryk	Borowski, D	iv. & Jadwig	a Klimczuk,		· · · · · · · · · · · · · · · · · · ·		
thethreen	single	(J)				06	2020	
	3045 N	. Elbridge,	Chicago, Il.			90	220300	
	•	.	Chicago, Il.	(STATE)		14 J		
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		t Bank & Tru		-l- 77		•		
	INO. AND STF	REET)	. Elmwood Par (CITY)	(STATE)	• 1			
			Whereas Mortgagors termed "Installment"	Ninta " of awar dala	. 1	-	e For Recorder's Use O	
herewith, execu note Morigagoi	ited by Morti rs promise to	gagors, made payable pay the principal sum	of FIVE Thousa	and three h	undred sev	enty six	and 60/100	
Calless and int	Larges from	Date	on the hal	lunce of principal re	maining from tin	ie to time unpaid	at the rate of	_ per cent
per annum, suci Dollars on the	h principal su 4th du	m and interest to be p	payable in installment:	s as follows::E <i>tgu</i> ntv nine an	61/100			Dollars on
ha 4th	day of each	and every month ther	eafter until said note	is fully paid, except	that the final pay	ment of principa	l and interest, if not so	uner paid,
shall be due on	the 4th	dry of May	inal balance and the re	ch payments on acc	ount of the indet	stedness evidenc each of said instr	ed by said note to be ap ilments constituting pr	plied first incipal, to
the extent not p	said when du	e, to bear intrigst aft	er the date for payme	nt thereof, at the re	te of 16.5	per cent per unn	um, and all such paymo	ents being
made payable a	Midwest	t Bank & Trus	e uppoint, which note	N. Har 1em,	EIMWOOD P	of the legal holds	it such other place as or thereof and without n	the legal otice, the
principal sum re	emaining unp	aid thereon, toguner	with accrued interest	thereon, shall beco	me at once due s in accordance wi	nd payable, at the three streets the contract the streets are the contract the cont	ie place of payment afo eof or in case default si	resaid, in hall occur
and continue for	r three days is	the performance of	ny abor agreement c	ontained in this Tru to severally waive p	st Deed (in which	i event election r syment, notice o	um, and all such payment such other place as it thereof and without neep lace of payment affect of or in case default shay be made at any time f dishunor, protest and	notice of
2101031.	DECORE .	a consider the accompant	of the said principal su	m of money and int	erest in accordan	e with the terms	provisions and limitati	ons of the
WARRANT ur	nto the Trust	ee, its or his successo	rs and assig is, 'he to	llowing described F	teal Estate and a	il of their estate	these presents CONVI- right, title and interest STATE OF ILLINOI	t therein,
situate, lying an		_City of Cl		, COUNTY				.s, to wit.
	Brandle	: Subdivision	in Albert Wis	heusi k of	Section 2	6. Townshi	p 40 North,	
	Range 1	3, East of t	he Third Pri	ncipal Meri	dian, in	Cook Count	y, Illinois.	
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and the second of the other		alaan daaanihad ir	safuerad to hardin as t	the Unremises)×,		882209	06
	•		referred to herein as I	_ `	X 2005		882209	06
Permanent Rea	il Estate Inde	x Number(s):		13-26-214	-026		882209	06
Permanent Rea	il Estate Inde	Number(s): 3045 N. Elb	ridge, Chica	13-26-214 go. II.				
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- THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FOUR APART OF THE TRUST DEED WHICH THE (E) SECINS:

 1. Mortgagors shall (1) keep taid premate in gend condition and repair vithout waste (2) frompily 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 or
- 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 formula taxes, and shall pay in full under protest, in the manner provided by
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsform 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 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 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 accruing to them 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 valuety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
 - 6. Mortgagors shall pay each from of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the rincipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and principal or interest, or in case def. ut, shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein 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 nave 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 debt. 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 events 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, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after perty of the decree) of procuring all such abstracts of litle, till escarches 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 to evidence 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 additional expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due 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 day any action, suit or proceeding, including but not limited to probate and bankruptery secured; or (b) preparations for the commencement of any suit for true (meclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the pre
- proceedings, to which either of them shall be a party, either as plai tiff, caimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the secured after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not 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 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte he and additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unsaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

 9. Upon or at any time after the filling of a complaint to foreclose this Trust Deer, the Court in which such complaint is filed may appoint a principal and interest the results of the re
 - 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dear, 19: 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 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 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 1/2 is the and a deficiency, during the full statutory period for 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 read be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the product 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 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.
 - 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.
 - 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust e. s obligated to record this Trust Deed or to exercise any power herein given unless 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 was a equire 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.
 - ustee 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.

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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.

entified	herewith	under	Identification	No.	

Trustee

The Installment Note mentioned in the within Trust Deed has been