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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and litness, are excluded.

88254895

THIS INDENTURE, made February 20, 19 38, between Juanita Johnson, a widow	DEFT-01 RECORDING \$12.25 T#2282 TRAN 6319 06/13/88 09:24:00 #6305 # IB #-BB-254895
16235 S. Justine, Markham, Illinois (NO AND STREET) (CITY) (STATE)	COOK COUNTY RECORDER
(NO. AND STREET) (CITY) (STATE) herein referred to us "Mortgagors," and Commercial National Bank of Chicago	
4800 N. Western Ave., Chicago, Illinois	
(NO. AND STREET) (CITY) (STATE) herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and Julygred in and by which, note Mortgagors promise to pay the principal sum of	The Above Space For Recorder's Use Only
Dollars, and interest fromJune_2, 1988 on the balance of principal rema	ining from time to time unpaid at the rate of15.5 per cent
per annum, such principal sup and interest to be payable in installments as follows: Dollars on the 2nd day o July 1988, and One hundre	hundred seven and 68/100 d seven and 68/100 Dolfarson
the 2nd day of each and very month thereafter until said note is fully paid, except the shall be due on the 2nd day of June 1995 all such payments on account to accrued and unpaid interest on the injust of principal balance and the remainder to principal; the extent not paid when due, to bear intues, after the date for payment thereof, at the rate of made payable at Commercial National Bank, 4800 N. Western, holder of the note may, from time to time, in witing appoint, which note further provides that principal sum remaining unpaid thereon, together with accrued interest thereon, shall become	of 15.5 per cent per annum, and all such payments being Chicago, IL or at such other place as the legal at the election of the legal holder thereof and without notice, the beginning that and payable at the place of payment aforesisting.
case default shall occur in the payment, when due, c'an i installment of principal or interest in a and continue for three days in the performance of any of a regreement contained in this Trust E expiration of said three days, without notice), and the all parties thereto severally waive presprotest.	
NOW THEREFORE, to secure the payment of the sai 1 principal sum of money and interestabove mentioned note and of this Trust Deed, and the performance of the covenants and agreen also in consideration of the sum of One Dollar in hand paid, he eccipt whereof is hereby a WARRANT unto the Trustee, its or his successors and assigns, it is following described Real situate, lying and being in the	tents herein confained, by the Martingare to be performed, and
Lot Thirty Five (35) (except the Sout', 15 feet and the South Ten Feet (S.10') of Lot Thirty-Se Park Addition to Harvey, a Subdivision of the Wof Section 20, Township 36 North, Range 1/2, Eas (except the Illinois Central Railroad Right of	ven (37) in Block Fourteen (14) in lest half of the North West quarter
Common address: 16235 S. Justine, Markham, Ii'i I.D.# 29-20-123-053	nois
	88254895
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appartenances thereto be during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or ther and air conditioning (whether single units or centrally controlled), and ventilation, including awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. A mortgaged premises whether physically attached thereto or not, and it is agreed that all building articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be performed by the profits and benefits under and by virtue of the Homestend Exemp Mortgagors do hereby expressly release and wive. The name of a record owner is: Juanita Johnson, a widow	pledged primari ' and on a parity with said real estate and not two used to supply heat, gas, water, light, power, refrigeration (without restricting (or foregoing), screens, window shades, all of the foregoing are declared and agreed to be a part of the sand additions and an simil? To other apparatus, equipment or art of the mortgaged premises. In the mortgaged premises.
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing herein by reference and hereby are made a part hereof the same as though they were here s	on page 2 (the reverse side of this Trace Parel incorporated et out in full and shall be binding on 8 for gagors, their heirs,
witness the hands and seals of Mortgagors the day and sent first above written.	
PLEASE PRINT OR TURNING TO TOWN Seal)	(Sent)
TYPE NAME(S) BELOW SIGNATURE(S)	(Seal) 💍.
State of Illinois, County of COOK SS., —	
"OFFICIAL SEAL"	ta Johnson, a widow
NEGATY Public, State of Illinois Recover to me in be the same person whose hair HER Commission Expires 27577 per before me this day in person, and acknowledged that	subscribed to the foregoing instrument, subscribed and delivered the said instrument as oses therein set forth, including the release and waiver of the
Given under my hand and official seal, this 30th day of 19 Commission expires 19 Marchael	19 88
This instrument was prepared by Alavy E. Lind 9909 W. How	aces to westerner all
Mail this instrument to: Commercial National Bank of C 4800 N. Western Ave., Chicago	hicago
OR RECORDER'S OFFICE BOX NO.	12 Mail

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. (31) - 11:**5**

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 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 publicated any 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 accrament to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, tat ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the allelity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay eren item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereef. At the election of the holders of the relicipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Paud shall, notwithstanding anything in the principal mote or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors

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 shill 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 acht. 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 consess which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, outly story 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 on 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 addition, ill expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedially 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 wit. (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as pla ntiff, chaimant 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 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 premises or t actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be u.m. it ated 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 an assumptional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining untails, 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 D to, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with at votice, without regard to the solvency or insolvency of Mortgagors, at the time of application for such receiver and without regard to the their value of the premises or whether the same shall be then occupied as a nomesticator, not and the Trustee hereunder may be appointed as such receiver. Just 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 sale 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 have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of so depriod. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole of 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 in the 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.

11. 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 Tru tee be 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 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. Commercial National Bank of Chao 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.

IMPORTANT

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.

he	Installment	Note	mentioned	in	the	within	Trust	Decd	has	been

identified herewith under Identification	No. 522656
Roll Herson	
Lille Housen	

Rollin P. Persson

Asst. Vice President