(Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form. Neither the popular noting silier of this oil. 3 6 niskes any warranty with respect thereto, including any warranty of merchantability or timess for a particular purpose.

088290165 - A -- Rec

12.00

JUNE	16	88	
THIS INDENTURE, made	10,	19 ,	·
between CHARLOTTE GTAMMIC	CHIO, widowed a	nd not	·
since remarried			
1107 WEST VERNON PARK PL. (NO AND STREET)	CITY)	60607	
(NO. AND STHEET) herein referred to as "Mortgagors," and THE	DISTRICT NATIO	NAL BANK	55
OF CHICAGO, A National Ba	nking Association	on	88290165
1110 WEST 35th STREET - C	CHICAGO, IL. 60	609	
(NO. AND STREET)	(CITY)	(STATE)	The Above Space For Recorder's Use Only
to the legal holder of a principal promissory not herewith, executed by Mortgagors, made payal note Mortgagors promise to pay the principal si PTE-CONDUCCE 15 of the promise	e, termed "Installment Note ble to Persor and thenvered, int of SEVEN THOUSA	e," of even date in and by which ND FOUR HUN	The Above Space For Recorder's Use Only IDRED SIXTY THREE & 16/100 (\$7,463.16 Ining from time to time unpaid at the rate of 12.83 IDRED SEVEN & 31/100 (\$207.31) IDRED SIXTY THREE & 16/100 (\$7,463.16 IDRED SEVEN & 31/100 (\$207.31 IDRED SIXTY THREE & 16/100 (\$7,463.16 IDRED SIXTY THREE & 16/100 (\$
per annum, such principal sum and interest to b	c payable in installments as	e of principal rema tollows: TWO HU HUNDRED SE	ining from time to time unpaid at the rate of 12:03 per cent. NDRED SEVEN & 31/100 (\$207.31)
the distance distance with the	iereatter until said note is fu	lly oaid, except tha	at the final payment of principal and interest, if not sooner paid.
shall be due on the 16th day of JUNE	19.91 all such p	myments on accour	nt of the indebtedness evidenced by said note to be applied first the portion of each of said installments constituting principal to
the extent not paid when due, to bear interest:	ifter the date for payment the NATIONAL BANK OF	nereof, at the rate of CHICAGO	of 12.83 per cent per annum, and all such payments being
and continue for three days in the performance of expiration of said three days, without notice), a	e, o' any instainment of princ of a ty c de a agreement conti	ipator interest in a fined in this Trust I	or at such other place as the legal if the election of the legal holder thereof and without notice, the at once due and physible, at the place of payment aforesaid, in ecordance with the terms thereof or in case default shall occur Deed (in which event election may be made at any time after the entment for payment, notice of dishonor, protest and notice of
above mentioned note and of this Trust Deed, at also in consideration of the sum of One Dollar	id the perfurmance of the co- in-hand baid. Are receipt w	venants and agreen diereof is hereby a	st in accordance with the terms, provisions and limitations of the ments herein contained, by the Mortgagors to be performed, and eknowledged, Mortgagors by these presents CONVEY AND I Estate and all of their estate, right, title and interest therein, and all of their estate, right, title and interest therein, and their estate, right, title and interest therein, and the cook and state of the c
LOT 23 BLOCK 21 IN V	MALSH AND MC MUL	LEN'S SUBDI	VISION OF THE SOUTH 3/4 OF THE
	CTION 20, TOWNS	IP 39 NORT	TH, RANGE 14, EAST OF THE THIRD
		45	
which, with the property hereinatter described,	a referred to bornings the	'nransiers "	
Permanent Real Estate Index Number(s):	17_20_429		
• • • • • • • • • • • • • • • • • • • •		PLACE - CH	IC. GO, ILLINOIS
Address(es) of Real Estate:			
during all such times as Mortgagors may be enti- secondarily), and all fixtures, apparatus, equip- and air conditioning (whether single units or c- awings, storm doors and windows, floor cover- mortgaged prentises whether physically attached articles hereafter placed in the premises by Mor- TO HAVE AND TO HOLD the premises	tled thereto (which rems, is nent or articles now or herea entrally controlled), and ve- ings, inador beds, stoves an I thereto or not, and it is agre gagors or their successors o unto the said Trustee, its or	sues and profits are fler therein or their utilation, including of water heaters. A ed that all building r assigns shall be pa his successors and	assigns, forever, for the pt rpose i, and upon the uses and trusts
herein by reference and hereby are made a pa- successors and assigns.	rt hereof the same as thoug	h they were here s	on page 2 (the reverse side of this Fr ist Deed) are incorporated set out in full and shall be binding on Margagors, their heirs,
Witness the hands and seals of Mortgagors	the day and year first above		[Seal]
	IAMMICCHIO	-c: h@nt(+76111)	(Seil)
TYPE NAME(S) BELOW		(Seat)	(Cool)
SIGNATURE(S)		(Scat) .	· · · · · · · · · · · · · · · · · · ·

COOK State of Illmois, County of 1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CHARLOTTE GIAMMICCHIO, widowed and not since remarried MEDELACIAL SEAL HENAYON HITCHELL approbably known to me to be the same person ____ whose name ____is____ subscribed to the foregoing instrument, ROTARY CONTROL IN appeared before me this day in person, and acknowledged that _5 h. @ signed, sealed and delivered the said instructions her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. right of homestead.

HET tree and voluntary act, for the uses and purposes therein set form, right of homestead.

HET Given under my hand and official seat, this 16th day of JUNE 7.

Commission expires JUNE 7.

1988

M. MITCHELL -1110 W. 35th ST., CHGO., IL.

(ZIP CODE)

This instrument was prepared by

Mail this instrument to

THE DISTRICT NATIONAL BANK OF CHICAGO

1110 WEST 35th STREET - CHICAGO, ILLINOIS 60609

OR RECORDER'S OFFICE BOX NO.

- THE FOLLOWING ARE THE COVEYARYS, CONDITIONS AND PROVISIONS REFERRED TO 05 PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A TATOF THE TRUST DEED) WHICH TERMS BEGINS:

 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. 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 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 are 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 accraing 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 valuity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay 'ac', item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal 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 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 herein contained.
- 7. When the indebtedness hereby sourced 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 become due whether by 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 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 expent 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 sitular 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 of 10 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 add tion, all 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 10 any action, suit or proceedings, its which either of them shall be a party, either as paid if any action, suit or proceeding, its which either of them shall be a party, either as paid if any indebtedness in the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or not eding 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 inciden: to the foreclosure proceedings, including a lack 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining an acid; 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 I eq., 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, whout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then which 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 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 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 in such cases for the protection, possession, control, management and operation of the premises during the whole of the premises of 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.
- 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 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 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, THE DISTRICT NAT'L.BANK OF CHICAGO 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.

Γhe	Installment	Note	mentioned	in	the	within	Trust	Deed	has	been
111	THREATHER	MOTE	memmoned	111	ruc	WIGHIN	11020	Deed	1142	Deer,

M 25195-9 identified herewith under Identification No.

THE DISTRICT NATIONAL BANK OF CHICAGO

Trustee E-Clucket WALTER HAWRYSZ, Exec. Vice Pres-.