This Indenture, Made June 12 TAYLOR DANK & INST CO STAN MIAN TAYLOR DANK FIRST CO STAN MIAN DO THE TAYLOR DANK FIRST CO STAN MIAN DO DO THE TAYLOR DANK FIRST CO. Stan MIAN DO DO THE TAYLOR DANK FIRST CO. Stan MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DO DO THE DANK & INST CO STAN MIAN DE LA CONTROL DE LA CONT

AS USED IN THIS DOCUMENT

Ford City Bank & Trust Company

an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

BEARER COLE TAYLOR BANK/FORD CITY

Dollars on the

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and

interest from the late of disbursen the balance of principal remaining from time to time unpaid at

July

the rate of 10.75 per cent per annum in instalments as follows: One Thousand Bighty and 90/100 -

. - - - - - Dollars ca the 14th day of each month

day of

thereafter until said note is fully paid except that the final payment of principal and

19 88 and One Thousand Righty and 80/100 - -

interest, if not sooner paid, shall be do on the 14th day of June 1993. All such payments on account of the indebtedness evidenced by said Note shall first be applied to interest, accruing on a daily basis on the unpaid principal balance, and the remainder to principal, provided that the principal of each installment, unless paid when due, shall bear interest at the rate of 13.75 percent, and all of said principal and interest being made payable at such banking for se or Trust Company in Burbank

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office or tole Taylor Bank/Ford City in said City,

This Trust Deed and the note secured hereby are not assumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Irist Deed, or, if Mortgagor herein is an Illinois Land Trustee upon transfer of the Beneficial interest of said Land Trust to any party other than the Owner thereof as of the date of this instrument. In addition, if the subject property is sold under Articles of Agreement for deed by the present title holder, all sums due and owing here under shall immediately become due and payable.

NOW, THEREFORE, the Mortgagors to seeme the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors 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 Trustice, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situ-

ate, lying and being in the City of Chicago , County of Cook ART STATE OF ILLINOIS, to wit:

LOT 30, 29, 3 AND THE EAST 18 FEET OF LOT 2 IN THE 4TH ADDITION TO BOGAN HALL). BEING A RESUBDIVISION OF LOTS 17 TO 23 BOTH INCLUSIVE AND PART OF LOT 'A' TOGETHER WITH VACATED STREETS ALL IN FIRST ADDITION TO BOGAN MANOR BEING A SUBDIVISION OF PART OF THE HORTH RAST 1/4 CP SECTION 34, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7901 S. Komensky, Chicago, Illinois

P.I.N.B. 19-34-215-051

19-34-215-077

19-34-215-078

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

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COOK

STATE OF ILLINOIS,

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doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto 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 part of the real estate.

TO HAVE AND TO HOLD the premises unto the said 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 Homestead Exemption Laws of the Histe of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.
- 2. Mortgagors r'all 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 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 or 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 indebte lness 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 right 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 clays 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 pryments 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged promises 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 maximum rate permitted by law. 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. 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, all 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 instalment of principal or interest on the note, or (b) when 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 secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. 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 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. 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 maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the com-

Moregagors hereby watve any and all right of redemption from sale under any Deed. 15. This Trust Deed and all provisions bereof, shall extend to and be binding upon Mortgagors, and the word "Mortgagors," when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust nets performed hereunder.

14. Trustee may resign by instrument in writing filed in the order of the Recorder or flegistrar of Titles in which this instrument shall have been recorded or fled In case of the resignation, insbility or refusal to act of Trustee, then Chicago Title and Trust, so the then Recorder first Successor in Trust, and in case of its resignation, inshility or refusal to act the free of the resignation, inshility or refusal to act the free of the resignation in a second Successor in Trust, and in which the premises are situated shall be second Successor in Trust for the free identical title, powers and authority as are berein Successor in Trust herein are identical title, bowers and authority as are berein Successor in Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all surfernment because or successor shall be entitled to reasonable compensation for all

order or decree of fereelecare of this Trues Bood, on its own behalf end on behalf of each one decree of the morrgagers acquiring each and every person, except decree why interest in or title to the premises subsequent to the date of this Truet Bood, only interest in or title to the premises subsequent to the date of this Truet Bood.

and Trustee shell release this trust deed said the lien thereof by proper instrument upon present and the secured by this trust deed has been fully paid; and set instead of any person of any person of any person of any person who are the note, representing the Trustee may execute and deliver a release horeover and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which, somessuration Trustee may accept as true with out indebtedness hereby secured has been paid, which, somessuration trustee may accept as true with out indepted and the security there is released to an ancessor trustee may accept as the genuine note herein described any note which continue in stricture is a security the description person parameter of an area of trustee and truste 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 hereon nor be liable for any acts or emissions hereinder, except in expressly obligated by the terms hereon nor that of the agents or employees of Trustee, and it may case of its own gross negligence or misconing or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given, II. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto anal be permitted for that purpose.

10. No action for the enforcement of the lien 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.

Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which before or after asle, 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 shall have power to collect the rents, issues and profits of said premises 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 during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full times when Mortgagors, except for the intervention of such receiver, would be suitling such reasts, issues and profits, and all other powers which may be necessary or are usual in such cases for tents, 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 said proficed or in part of; (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other income in part of; (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or or in part of; (1) The indebtedness secured hereby, or by such decree, provided such application is made prior to the such decree, provided such application is made prior to receiver or or are appeared to collect or or are all as and decree or any account to the said secured by the said such decree or or are said and decree, provided such application is made or to become superior to the area or or or are said (2) the

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 precedings paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpasid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

mencement of any suit for the foreclosure 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.

as their rights may appear.

nated as makers thereof. the genuine note here in described any note which conforms is decisted by the description herein against of the note such description herein oppears a prior trustee hereunder or which conforms is decistance with the description herein described which purports to be executed by the persons herein described such where the release is requested of the original insteads and where the release is requested of the original instead and where the release is requested of the original instead and instrument identifying same as the note described in it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein answers thereof

and nealer, of Mortgagors the day and year first above written.