CAUTION Comput a series selore using or acting units the torm feether the bublisher for the select of the form replies any elementy with respect thereon including any elements of merchanistisms of thread for a particular purpose.	<sup>3838</sup> 6094			
THIS INDESIGRE, made August 19, 14 88				
between Alvin Bailey, Jr. and Rita R. Bailey.				
his wife	\$12.25			
3736 S. Parnell, Chicago, Illinois	T#4444 THIN 1899 09/24/66 15:43:00 #2417 # D ※…日日…こむ日60タ4			
herein referred to as "Mortgagors" and	COOK COUNTY RECORDER			
South Central Bank & Trust Co.				
555 W. Roosevelt Rd., Chicago, Illinois				
berein referred to as "Trustee." witnesseth. That Whereas Mortgagors are justly indebted to the legal bloom of a principal promoson note termed "Installment Note" of even date necessarily bloom of the parable to Bearer and only not in another which the control of the Constant Sever of the Constant of	ining from time to time unroad at the rate of 14. Decreent			
per annum such principal seriand interest in the payable in instalments as tolking. <b>Eight</b> Distantion the <b>3rd</b> days. October is <b>88<sub>nd</sub> Eighty-Seven</b>	sy-Seven & 02/100			
shall be due on the $3rd$ $a_{\rm col}$ , September $a_{\rm col}$ , 93,0 such payments on accision to accrued and unput interest on the $a_{\rm col}$ and principal bulance and the remainder to principal till.	nt of the indebtedness esidenced by said note to be applied first he poetion of each of said installments constituting principal, to			
the extent not paid when due it incatibility collatter the date for payment therest, at the raic of made payable at South Control Bank & Trust Coulow kilder of their termas, for motified it incomes again in which his countries provides that a responsibility aim remaining unpaid there on its either with account interest thereion, shall become land default shall securing the payment, when due of all contained interest thereion, shall become and continue to rithree days in the performance of any of charge ement contained in this fruit Dispuration of said three days, without notices, and that all parties thereto severally waive presented.	or at such other place as the legal title election of the legal title election of the legal booker thereof and without notice, the at once due and payable, at the place of payment aforesisk, in ecordance with the terms thereof or in case default shall occur beed in which esent election may be made at any time after the			
NOW INTERFFORE to secure the payment of the Softpul packum of money and interest income mento mediance and of this Prust Deed and the performance of the extended and appreciate in the same of the policy of the paid for every where it is berefor as NARRANT unto the Trustee of the success is and assign and design developed Real studie bying and being in the City of Chicago COUNTY OF LOUNTY OF LO	ients berein eventained, by the Mortgagins to be performed, and claim bedged. Mortgagins by these presents CONVEY AND Estate and all of their estate, right, title and interest therein, COOK			
SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS				
4h				
which, with the property hereinatter described, is referred to herein as the 'premises.  Permanent Real Estate Index Number(s) 17-33-317-042	-89-386094			
Addresses of Real Form: 3736 S. Parnell, Chicago				
ICAS IHER with a compressements tenements easements, and appartenances thereto be to right as the times as Michagoris may be entitled thereto which rents inservand profits are ever related to times and an features apparatus equipments of articles from the resident therein or there of air court to may whether stoke units or centrally as not verified, and centilated including whings stoken dwarfs and what has five to centrally as not related stokes and centilated including whings stoken dwarfs and what he after A long regard premises whether provides attained interestors from a nagle related to the promises of Michagoris of their successions or assume shall be put IOHANE AND IOHE ID to approvise antifere said Trustee its or his succession and a cream section to the formation of the manner of a recommendation of the manner of a recommendation of the name of a record water is. Alvin Bailey, Jr. & Rita R.	pledged prime ite, and on a painty with said real estate and not econ used to supply leaft gas, water, light, power, refrigeration i without restricting the foregoing), whereas, window shades, it of the three oing are do hard and agreed to be a part of the cand additions and all or man or other apparatus, equipment of it of the mortgaged premise.  It of the mortgaged premise is some and upon the uses and trusts soon haws of the State of Illing it wich said rights and benefits.			
This I not Deed consists of two pages. The covenants, conditions and evortsions appearing a cream to reference and hereby are made a part hereof the same as though they were here to	on page 2 (the reverse side of this Tru) (1); ed) are incorporated			
accessors and aveigns.	Code to last use patient of emission on the teleforth such money			
Witness the hands and scale up Affire agrees the up and scapinst above written  PLEASE  AIVIN Bailey, Jr (Seal)	(Seal)			
PRINT OF THE S  PE-ONE S				
tate of flagger Country	I, the undersigned, a Notars Public in and for said Counts			

MAPRILIS SEAL HEHE

is the State aforesing DO HEREBY CERTIFY that Alvin Bailey, Jr., and Rita R. Bailey, his wife 

STATE

personally arown to me to be the same person S. ... whose name S. appraised between the day in person, and acknowledged that L.E.h.C.Y. signed, scaled and delivered the said instrument as their right of homesticad tree and soluntary act, for the uses and purposes therein set forth, including the release and waiver of the

19th Given under my hand and official seal, this Commission expens. Augusi - Leseus X. Notary Public

The note uncertainty repared to Rose Reilly, 555 W. Roosevelt Rd., Chicago, IL 60607

South Central Bank & Trust Co., 555 W. Roosevelt Rd. Chicago, IL 6 60607 Chicago,

(ZIP CODE) \$12.00 MAIL

- THE FOLLOWING ARE THE COTINALYS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM FRACT OF THE TRUST DEED WHICH TWERP 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 funding 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 hen or other prior hen 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 altorneys' fees, and any other moneys advanced by Trustee or the bolders 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 at a sith 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 acc ungle 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, strengent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the venicity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay cac's 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, hall 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 save 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 teh., "a 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, outlay 101 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 the vidence to bidders at any sale which may be had pursuant to such decree the true contest of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immentantly for 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 plaint in claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the form lossure hereof after accrual of such right to foreckee whether or not actually commenced; or (c) preparations for the defense of any threatened suit or roce ding which might affect the premises or the security hereof, whether or not actually commenced. actually commenced
- 8. The proceeds of any foreclosure sale of the premises shall be dis rib ned and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including and such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebted a additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unjust; fourth, any everplus 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 Deed, 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, 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 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. In Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which wise 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) 3%, 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 points 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 Truste, by 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,
  shall be first Successor in Trust and in the event of his or its death, resignation, mability 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 birding 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.

IPORTANT	The Installment Note	mentioned in the	e within Trust	Deed has be	ech

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.

identified herewith under Identification No.

Trustee