TRUST DIES ILLINGIS. For Use With Note Porm. 1448 (Monthly Payments Including Interest) I thereto including under this form. Neither the nublication of the post of the pos

CAUTION: Consult a lawyer before using or actir	ng under inis t	orm. Neither the p	sublisher nor the se	lier of this form
makes any wattenty with respect thereto, includin	ig any warranty	of merchantability	y or filmess for a par	ticular purpose.

	1
THIS INDENTURE, made November 30 19.89, between Theodore J. Degeratto, A Bachelor	89591388
UV W GUT	
2432 W. Polk Street Chicago, II (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Maxwood Proviso State Bank	DEPT-01 RECORDING \$13.00 143333 TRAN 3581 12/12/89 09:09:00 +3509 → C ★-89-591388 COOK COUNTY RECORDER
an Illinois Banking Corporation	
411 W. Madison Street Maywood, T1 (NO. AND STREET) (CITY) (STATE) herein referred to as "Trusice," whiteseith: That Whereas Morrgagors are justly indebted	The Above Source For Recorder's Use Only
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 psyable to Maywood-Proviso State Bank and delivered, in and by which note Mortgagors promise to pay the principal sum of Two_1Dollars, and interest fro. 110Yember 30, 1989—on the balance of principal remains	Thousand Four Hundred Tyenty Four
Dollars, and interest from 1 OYEMDER 30, 1989 on the balance of principal remainer annum, such principal sure and interest to be payable in installments as follows: SIXLY Dollars on the 18t day a Tanuary 19 90 and Sixty-five and (-Pive and 03/100
the 1st day of each and every month thereafter until said note is fully paid, except that	
shall be due on the	it of the indebtedness evidenced by said note to be applied first he portion of each of said installments constituting principal, to
the extent not paid when due, to bear in regretate the date for payment thereof, at the rate of made payable at 411 W. Mac'ls on maywood, I1	or at such other place as the level
holder of the note may, from time to time, in y right appoint, which note further provides that a principal sum remaining unpaid thereon, together with accrued interest thereon, shall become case default shall occur in the payment; when due, y as y installment of principal or interest in a and continue for three days in the performance of y as y in y are agreement contained in this Trust D expiration of said three days, without notice), and the all parties thereto severally waive present	I the election of the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid, in secondance with the terms thereof or in case default shall occur occur and the election may be made at any time after the entment for payment, notice of dishonor, protest and notice of
NOW THEREFORE, to secure the payment of the strict distribution of money and interest above mentioned note and of this Trust Deed, and the performance of the covenams and agreem also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby as WARRANT unto the Trustee, its or his successors and assign. As following described Real	it in accordance with the terms, provisions and limitations of the tents herein contained, by the Mortgagors to be performed, and cknowledged. Mortgagors by these presents CONVEY AND listate and all of their estate, right, title and interest therein.
situate, lying and being in theCity_of_Chicago, COUNTY OF	COOK AND STATE OF ILLINOIS, to wit:
Lot 39 in S.W. Rawson's Subdivision of the southeast southeast 是 of section 13, Township 39 north Range 1 meridian, in Cook County, Illinois.	द of the northeast ६ of the 13, east of the third principal
which, with the property hereinafter described, is referred to herein as the "premises,"	
Permanent Real Estate Index Number(s): 16-13-471-034	
Address(es) of Real Estate: 2432 W. Polk Street, Chicago, 11	
TOGETHER with all improvements, tenements, ensements, and appurtenances 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 then 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 buildings articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be pa TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and a herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt Mortgagors do hereby expressly release and waive. The name of a record owner is: Theodore J. Degeratto, a bachel	issigns, forever, for the purposes, and upon the uses and trusts ion Laws of the State of Illings, which said rights and benefits
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing therein by reference and hereby are made a part hereof the same as though they were here so	on page 2 (the reverse side of this Trust Leed) are incorporated et out in full and shall be binding on of cat agors, their heirs.
successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.	C. T.
PLEASE Theodore J. Degeratto (Seal)	(Seai)
TYPE NAME(S) BELOW SIGNATURE(S) (Seal)	(Scal)
State of Illinois, County of	I, the undersigned, a Notary Public in and for said County one J. Degeratto, a bachelor
MPRESS Lea R. personally known to me to be the same person — whose name head-totary Public. Shippenred before me this day in person, and acknowledged that — My Commission Land to homestead.	h C signed, sealed and delivered the said instrument as
Given under my hand and official seal, this 30th day of November Commission expires 460 1956.	alyer
This instrument was prepared by Margaret Leavy 411 W. Madison St	reg Maywood, Il 60153
(NAME AND ADDRESS) Mail this instrument to Maywood Proviso State Bank 411 W. Mad Maywood IL	ison Street 60153
(CITY) — C. J	(STATE) 00153
OR RECORDER'S OFFICE BOX NO. #3	

THE FOLLOWING ARE THE COUNTY'S, CONDITIONS AND TRANSPORTED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

ENERGY STREET

- 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 liens ot 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.
- 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 pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall pay swritten 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, compronise or settle any tax lien or other prior lien or little 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 therein 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 at a prized 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 aciders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state-nent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the ventility of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay eac', it m 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 ote 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 secure? chall 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 have the right 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, appraiser's fees, outlay, for documentary and expenses 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, 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 o e idense 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 all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imme link the analysis of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imme link the analysis of the nature of them shall be a party, either as plant ff, 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 locus sure hereof, after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or rocce ding 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 dis rit at 3d and applied in the following order of priority; First, on accounts 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, as additional to that evidenced by the note hereby secured; with interest thereon as herein provided; third, all principal and interest remaining us paid; 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 Dec ine 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 roles, without regard to the solvency or insolvency, or foreigness at the time of application for such receiver and without regard to the them value if 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 during the pendency of such freeclosure such incase of a sale and a deficiency, during the full istantory period for redemption, whether there be redemption or not, as well as during any further times in a Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; and all other powers which, it is be necessary or are usually in such cases for the protection, possession, control, management and operation of the premises during the whole or late eriod. 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) Tr. Indebtedness secured herebyl 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 to liciency.
- 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 time. A coess 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 Truster to 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 are a 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 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 Frustee, 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.

	The Installment Note mentioned in the within Trust Deed has been
IMPORTANT	
FOR THE PROTECTION OF BOTH THE BORROWER AND	identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	Trustee
	1172100