(Monthly Payments Including Interest)

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

89260765

THIS INC	DENTURE, made	May 25	19.89		• <b>*</b> • ***	न्द्रकृत्वतः । । । । । । । । । । । । । । । । । । ।
	Robert S. Ham	merschmidt and	Josephine O.		£ SDNW.cc	The same of the sa
		t, his wife			तः । प्रश्नातिकारिकारिकार्थः । स्थापन्तिकारिकार्थः । स्थापन्तिकारिकार्थः । स्थापन्तिकारिकार्थः । स्थापन्तिकारि	United the Constitution
	1224 A BOXWOC (NO. AND STREET)	od Drive, Mt. Pro	ospect, IL 60056	S.C.Y		**
herein refe	eried to as "Mortgagors,"	," and	en der die der dem geber der der dem geben der	DEPT-1)		\$12.00
			es Plaines	. 7\$5555		
	701 Lee Stree (NO AND STREET)	et, Des Plaines,	IL 60016 (STATE)		の ¢ E × ~ 89-26 OK COUNTY RECORDER	50765
herein refe to the lega	erred to as "Trustee," wit all holder of a principal pro	itnesseth: That Whereas Mo	ortgagors are justly indebted tallment Note." of even date		OK COUNTY RECORDER Only	
herewith, c note Morty	executed by Mortgagors, tgagors promise to any the	i, made payable to <b>Bray:</b> Fam ie principal sum of _FiVE	nd delivered, in and by which Thousand_Twelve_a	and NO/100***	13 50	*****
Dollars an	and interest from M≥V	25. 1989	on the balance of mineignations	annav fram time taxtime un	ment of the rate of 13.50 her	r cont
Dollars on	the 25th day of M	1989 a	md Seventy Six ar	ıd 77/100*** 11/89: balloon	(\$3, 393, 61) due 6/1	'ዠ <i>ነ</i> ዛ4
thec shall be dy	the day of each and components and 10th day	er, month therentter unit so	aid note is fully paid, except on 94-all such payments on accor-	at the final payment or pro- out of the indebtedness es (	merpal and interest, it has sooner in idenced by said note to be applied New Moores on the applied	páid, = a riest
MICHARIMIK	NO CONTROL DE LA CONTROL D	MODELLA CONTRACTOR CONTRACTOR	NO CONTROL DE LA CONTROL DE	KOCKXXXXXXNPKKOOKHKP	KNOWING, and all such payments b	
made pays	able at The First	: Nation I Bank C	of Des Plaines	of the legal	or at such other place as the holder thereof and without notice	legal legal e. the occur of the
principal si case defaul	sum remaining unpaid the dishall occur in the navme	ereon, toge mer with accrited tent, when due, of any installi	a inferest thereon, shall become linent of mineipal or interest in a	e at once due and payable, accordance with the terms	t, at the place of payment atoresal s thereof or in ease default shall c	e, the id, in S
and continuex piration	me for three days in the po	rerformance of any of he ingre	reement contained in this Trust I	Deed (in which event elect	tion may be made at any time after stice of dishonor, protest and noti-	er the
protest.	THEREFORE to secur	are the payment of the said pri	ring nal sum of money and intere	est in accordance with the to	terms, provisions and limitations o	of the
above men also in con	ntioned note and of this Tr asideration of the sum of	rust Deed, and the performs if One Dollar in hand paid,	ner of the covenants and agreer the receipt whereof is hereby	ments herein contained, by acknowledged, Mortgago	y the Mortgagors to be performed ors by these presents CONVEY / estate, right, title and interest the	i.and Ut AND
situate, lyin	ing and being in theCi.	ity_of_MtProspe	ect county of	r Cook	AND STATE OF ILLINOIS, to	o wit:
*Made paya	able to: The F	First National Ba	ank oʻz Des Plaines		Des Plaines, IL 60	
Property A	Address: 1224		, Mt. Prospect, Il			
Parcel 1:	The Northwest	terly 20.33 feet	of the Southeaste	erly 102.00 feet	t of the Northeaste:	
perpendicu	ular to the Sou	uthwesterly line	of said Lot 1927	which is 10.74	thwesterly of a line feet northwesterly	of the
Southeaste	ern corner of s	said Lot 1027 in	Brickman Manor Fi	Dist Addition Ur	nit 6, being a Subd orth, Range 11 East	division
Third Prin	ncipal Meridian	n, according to t	the Plat thereof :	recorded May 11,	, 1960 as Doc. # 178	7852223,
in Cook Co	ounty Illinois	e Parcel 2. Fa	asement for incres	se and corpse fo	or the benefit of Pa	Parcel 1
as sec ioi which, will	th III Decrarde	er described, is referred to be	erem as the "premises,"   mer	nt, interst shall	accrue at the rate of 10	1 instar- 6.50%.
during all s secondaril	ETHER with an improved such times as Mortgagors has and all fixtures, access	ments, tenements, ensemes in a be entitled thereto (w	is, and appurtenances one; which rents, issues and profits are now or hereafter therein or the	reforging, and the man, inc.,	nies and profits thereon on so wood in a parity with said real estate an man water light, power, refriger	gand id not
and air cor awnings, s	nditioning (whether sing storm doors and windows	de units or centrally control s. floor coverings, inador be	fled), and ventilation, includingeds, stoves and water heaters.	og (without restricting the All of the foregoing are 9	er maturity of the final accrue at the rate of 16 sues and profus thereof for so long or a parity with said real estate am gas, water, light, power, refrigers, loregoing), screens, window she clared and agreed to be a part of the parity of	ation ades, of the
articles her	reafter placed in the pren	mises by Mortgagors or their	r successors or assigns shall be p	part of the mortgaged prem	nise.	CHCO
TO Ha herein set f	IAVE AND TO HOLD II forth, free from all rights	the premises unto the said Tr s and benefits under and by v	'rustee, its or his successors and	Lassigns, forever, for the p	our joses, and upon the uses and t Illicois, which said rights and ber	trusts
The name of	rs do hereby expressly reli of a record owner is: Pct	bert S. Hammersd mid	It and Josephine O. Har	amerschmidt, his wi	ife	
This T herein by r	Frust Deed consists of two reference and hereby are	o nages. The covenants, cond	ditions and provisions appearing	y on oage 2 (the reverse sld)	de of this Tru( (D) ed) are incorpore e-binding on Mo ( <sub>b</sub> agors, their h	rated
Successors :	and assigns.	f Mortgagors the day and yea	agins) above written.	1 1 1	2. //	
PLEASE	- Wol	20 James and	(Seal)	preserve a	Tan accorning	Seal)
PRINT OF TYPE NAME	e(S)	t S. Hammerschmid	<u>it</u> /	Josephine O. Ha	ammerschmidt	
BELOW SIGNATURE	/ E(S)		(Sent)			
Sente of III	" Community Coc	nle .	No.	t de nadersivned, g	a Notary Public in and for said Co	
	والمرابعة	<del>്റ്റെ നേരു</del> esaid, DO HEREB	BY CERTIFY that			
IMPRESS					idt, his wife scribed to the foregoing instrum	
SEAL HERE N	Notary Public, State Pedic	ed before me this day in per	rson, and acknowledged that	L_hey signed, sealed	I and delivered the said instrumer	entas
· · · · · · · · · · · · · · · · · · ·		i homestead.			icluding the release and waiver of	
Given unde			day of May	f f	19.89 Notary P	19 <i>0</i> 0
Commissio	m expires	19.7	5 1 1 = 5 33 mg	onicett Ta	Notary F	- <u>F</u>
		Ronald T. Larson	n - Assistant Vice (NAME AND ADDRESS)	President	The state of the s	<b>Č</b> Č
	istrument to The F	<u> Pirst National Ba</u>	ank of Des Plaines	s - 701 Lee Stre	eet60016	3
on neco		(CITY)		(STATE)	(ZIP CO	20 <b>63</b>
OKRECO	ORDER'S OFFICE BOX	. NO				•

## THE FOLLOWING ARE THE COLENAVIS, CONDITIONS AND PROTITIONS REFERBEL TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE 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 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 required 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 for 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 platts the policies, 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 and thinterest 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 them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the not lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state next or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vehicle 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 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 secure a stall 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 an eright to foreclose 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 approach that have peald or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outling a for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended (fer entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dia a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suil or to ridence 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 mane in cl., 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 any avection, suit or proceeding, including but not fimited to probate and bankruptey proceedings, to which either of them shall be a party, either as plain iff, claimant 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.
- 8. The proceeds of any foreclosure sale of the premises shall be discripted and applied in the following order of priority: First, on arcount 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 indebted sets, a dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpride 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 Der L, 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 nextice, 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 time 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 sail 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) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been member or 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 difficiency.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times are 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 Trust ene obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or 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 equire 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.
  - 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, 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.

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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.

dentified	herewith	under	ldentifi	cation	No	•	 	 

The Installment Note mentioned in the within Trust Deed has been