TRUST DEBY (LLIN) 5) FICIAL COPY

(Monthly Payments Including Interest)

CAUTION: Consult a lawyer betwee using or acting under this form. Neither the jubilisher risk the seller of this form makes any werranty with respect thereto including any warranty of merchantability or fitness for a particular purpose.

THIS INDEN	HIDRE made May 23	լ, 89	1	101 201 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
	DAVID DOTTS AND DAWN DOTT		1	
hetween			PETER CO.	
			- DEPT-01	\$12,00
	5900 W. 89th Street Oak L	awn, IL 60453	T#5555 TRAN 05	39 06/09/29 11:58:00
	(NO AND STREET) d to as "Mortgagors," and MAYWOOD-PROV	TOO STATE)	1	· · · · · · · · · · · · · · · · · · ·
herem referred	d to as "Mortgagors," and PIN 1 #000 - 1 110 v	190 STATE DAMA		-89-262648
			. COOK COUNTE	RECORDER
	411 W. MADISON STREET MAY	WOOD, ILLINOIS 601	63	
a =	(NO AND STREET) (CITY)	(STATE)	13	
	to as "Trustee." witnesseth. That Whereas Mc		The Above Space For R	ecorder's Use Only
to the legal nor herewith, exec	lder of a principal promissory note, termed "Ins aned by Mortgagors, made payable to Maywo	fallment Note: of even date od Proviso State Hank, and c		
delivered, in a	aned by Mortgagors, made payable to Maywo and by which note Mortgagors promise to pay t F. 122 - 780	he principal sum of Share	TEEN THOUSAND EIGHT I	HUNDRED FIFTY 687100-
Dollars, and in	tterest tr.// 5/23 /89	n the balance of principal rema	ming from time to time unpaid at the	ate of 12, 25 per cent
per annum, suc	ch principal sea, and interest to be payable in ins	allments as follows 1111 ee	hundred fifty one am	1 30/100
	25talyan JUNE 1989al			
the 25th	day of each angle serv month thereafter untils.	nd note is fully paid, except that	it the final payment of principal and it	iterest, if not sooner paid,
 shall be due on to accrued and 	the 25th (a) MAY 19 unpaid interest on the any aid principal balance a	22 all such payments on account not the remainder to principal, t	nt of the indebtedness evidenced by s. the portion of each of said installment	nd note to by applied first sepastitume principal, to
the extent not	paid when due, to beat in ero rafter the date to at 411 W. MAD ISON STREET	r payment thereof, at the rate of	of 14.25 per cent per annum, an	Laff such payments being
made payable	at 411 W. MADISON STREET	MAYWOOD, ILLING	S 60193" or at such	other place as the legal
holder of the m	ote may, from time to time, in 🙌 ang appoint, wi	nich note further provides that a	it the election of the legal holder there	of and without nonce, the
	emaining unpaid thereon. Legether with accrued all occur in the payment, when due of any installs			
and continue to	or three days in the performance of (ii) of let agre	ement contained in this Trust I	Deed (in which event election may be i	nade at any time after the
expiration of sa protest	aid three days, without notice), and thur all parti	es thereto severany wante presi	entment for payment, notice of tilsno	nor, profest and notice of
NOW THE	ERFFORE, to secure the payment of the said pr.			
above mentione also in conside	ed note and of this Trust Deed, and the performing ration of the sum of One Dollar in hand paid it	we of the covenants and agreen by receipt whereof is hereby a	ients herein contained, by the Mortga eknowledged. Mortgaggy by these t	goisto be performed, and forcing CONVLY AND
-WARRANI u	into the Trustee, its or his successors and assign	, Pactoflowing described Real	I Estate and all of their estate, right,	title and interest therein,
situate, lying ar	nd being in the .CITY. OF, OAK, LAWN	COUNTY OF	COOK AND STATE	E OF ILLINOIS, to wit:
		T		
	Lot 492 in Frank De	Lugach's 87th Str	eet Highlands subdivi	sion, being
			e Northest quarter of	
		ange 13, cast of	the third principal m	eridian, in Cook
	County, illinois.	Y/)		
		1/7		
and the second second	and the second s			
which, with the	e property heremafter described, is referred to he			ROSCOSIAO
			0/70	89762648
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Permanent Res		eet Oak Lawn, IL	0'7' 0 60453	89762648
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N SIONS REFERENCE TO ON PAGE 1 (THE REVERSE SIDE STORED WHICH THERE BEGINS: THE FOLLOWING ARE THE OF THIS TRUST DEED) AND

- 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 secure-t 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 on 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, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default beceunder 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, fightning 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 herembefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make fulf 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 at divided may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice as the holders of the note shall never be considered as a waiver of any right accounty to them on account of any default hereunder on the part of Mortgagors.
- 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, step and or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the y-fid ty of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each dem of indebtedness berein 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 secur d shall become due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note or Trustee shall, by 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 de't. 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 exprises which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, onthe x for documentars and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after-intry of the decree) of procuring all such abstracts of title, tile scarches and examinations, guarantee policies. Torrens certificates, and similar delta and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such soit or a confidence to holders at any sale which may be had pursuant to such decree there condition of the title to or the value of the premises. In addition, a large and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediate or due and payable, with afterest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection wate a paray action, san or proceedings, to which either of them shall be a party, either as plantiff, a mant or defended to be reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any star for the each star hereof all a across of the remises or the security hereof, whether or not actually commenced. 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, see ond, all other items which under the terms hereof constitute secured indebtean as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unnais 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 Trial Eced, 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 induce, without regard to the solvency 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. That have power to collect the tents, 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 have necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of soft 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 become specified 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 aefficiency.
- 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 small 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
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all modebtedness 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 exceuted 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 Records and 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, mability 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.

The Installment Note mentioned in the within Trust Deed has been IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AN LENDER, THE NOTE SECURED BY THIS TRUST DEE SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE TH TRUST DEED IS FILED FOR RECORD.

identified herewith under Identification No. .

Trustee