THIS INDENTURE, made September 19TH 90 between BROOK BANK not personally but solely as trustee mader frust # 2247 dated 03/20/90 herein referred to #

herein referred to as "Mortgagors," and

RUBEN HARRIS

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, of even date herewith, executed by Mortgagors, made payable to

HARRIS LOAN & MORTGAGE CORP. 1701 SOUTH FIRST AVENUE, MAYWOOD, IL. 60153 and delivered, in and by which note Mortgagors promise to pay the principal sum of ---Thirty Thousand Nine Hundred Twelve and 04/100--- \$30,912.94Dollars, and interest as specified in Promissors Note from to be payable in installments as follows. ---54x Hundred Twenty-Seven and 17/100-- \$627.27 Dollars, and the 19TH day of October , 19 90 , and --- Six Hundred Twenty-Seven and 27/100-on the 19TH day of October

on the 19TH day of each and every month thereafter until said note is fully paid, All such payments on account of the indebtedness evidenced жหรัพระพระพระพระการ made payable at 1701 South First Ave., Suite 300, MAYWOOD, ILLINOIS

60153 or at such other place as the legal holder of the note may, from time to time in syrting appoint, which note further provides that at the els, from of the legal holder thereof and without notice, the principal sum remaining impaid thereon, together with accrued interest thereon, shall become at once due and passable, at the place of payment atoresaid, in case default shall occur in the payment, when due, of any installment contained, in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Litus Deed rin which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest

NOW THEREFOCE to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above a nationed note and 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. Mortgagors by these present CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, tile and interest therein, situate, lying and being in the HILLSID'.

COUNTY OF COOK AND STATE OF HILDORS, to with

HILLSID'S COUNTY OF COOK AND STATE OF HILDO LOT 5 IN REGAN'S SUBDIVISION OF THE WEST 120 FEET OF LOT 26 IN OAK RIDGE ADDITION BEING A SUBTIVISION OF THE SOUTH 19 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHLAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90474318

DEPT-01 RECORDING T\$1111 TRAN 7022 09/28/90 13:45:00 \$1590 € A ★-90-474318 COOK COUNTY RECORDER

313 CAKRIDGE , HILLSIDE IL 60160 Commonly known as: Permanent Index Number: 15-17-413-030

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

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

IOGITHER with all improvements, tenements, casements, and apportenances before belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, (which reins, issues, and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now of hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and sentilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor contrings, inador beds, stores and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter place? In the premises by Mortgagors or their successors. cessors or assigns shall be part of the mortgaged premises

THIS TREST DEED further secures any additional advances made by the Holders of the Note to the Mortgago's or their successors in title, prior to the cancellation of this frust Deed, and the payment of any subsequent Note evidencing the same, in accordance with the 1/2 insthereof, provided, however, that this Indenture shall not at any time secure outstanding principle obligations for more than 1 wo-Hundred-1 housand Doll its 1200-000-000, plus advances that may be made for the protection of the security as herein contained, it is the intention hereaft to secure the payment of the total oil its 1200-000-000, plus advances that may be Holders of the Note within the limits prescribed herein whether the entire amount shall have been advanced to the Mortagor, at the date hereof or at a later date or having been advanced to the Mortagors at the date hereof or at a later date or having been advanced to the Mortagor and it ture advances the calter made, all such future advances so made shall be learn and shall be secured by this Indenture equally and to the same extent as the form of originally advanced on the security of this Indenture, and it is expressly agreed that all such future advance strengths described as of the date hereof

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the nutposes, and upon the and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, where said tights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust D are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be hinding.

Mortgagors, their heirs, successors and assigns.

Witness the hands and scale of Mortgagors the day and year first above unition.

Witness the hands and seals of Mortgagors the day and year first above written.

The forms 4(Seal) collines in this instrument de the confrery PLEASE PRINT OR TYPE NAME(S) 4171434 - #8, #4 (17) the thirty many is subject to the provisions of Function's Exculpatory Riller attached hereto and, made # BELOW part hereof. SIGNATURE(S) (Seal)

State of Illinois, County of 45.,

I, the undersigned, a Notary Public in and for said County. in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same personwhose name

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that. h signed, sealed and delivered the said instrument as free and voluntary acts for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

19 يا day of ... جيمون السائلة الماليونيين Given under my hand and official seal, this ... = = Notary Public

MAIL TO: HARRIS LOAN & MORTGAGE CORP. 1701 SOUTH FIRST AVENUE

This instrument was prepared by Ruben Harris.

809/RES/1186PA

MAYWOOD, ILLINOIS 60153

1701 South First Avenue, Suite 300, Maywood, Illinois 60153

OVELANTS CONDITIONS AND PROVISIONS ENFEURED TO ON PAGE I (THE REVERSE SIDE 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 tens or liess in favor of the United States or other liens or claims for then not expressly subordinated to the lien hereof, (4) pay when due any indebtedness which may be secured by a fien 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 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, 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 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 between 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 conscerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice of distinction at the rate as specified in Promissory Note Inaction of Trustee or holders of the note shall never be considered as a wayer of any right accruing to them on account of any default hereunder on the part of Mantenours. e 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 fielders of the note hereby secured making any payment hereby authorized telating to taxes or assessments, may do so according to any bill, star o anti-or estimate produced from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof
- 6. Mortgagors shall pay each em of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of their instorynois, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the promisso mote 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
- When the indebtedness hereby secure a half 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 be right to foreclose the lien hereof and also shalf have all other rights provided by the laws of Illinois for the enforcement of a mortgage ueld in any suit to foreclose the lien hereof, there shall be allowed and included as additional in debtedness 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 autoritions, guarantee perfect fees, appraiser's fees, outlined is foldocumentary and expent 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 did a surfaces 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 hidders 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 importantely due and payable, with interest thereon as specified in Promissors Note when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, to which either of them hall 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 defense of my threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

the premises or the security hereof, whether or not actually commenced

- 8. The proceeds of any foreclosure sale of the premises shall be districted and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including a local items as are mentioned in the preceding paragraph betwoen second, all other items which under the terms bereof constitute secured indefenors; idditional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unputs, fourth, any overplus to Mortgagors, their heirs legal expressions. sentatives or assigns as their rights may appear
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Leed, 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 solveney or insolveney of Morigagors 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 becopied 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 yien. Morigagors, except for the intersention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary of are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of six discribed 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) I be indebtedness secured hereby or by any decree provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale as a deficiency.
- 30. 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 bereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and scress thereto shall be permitted for that purpose,
- 12. Trustee has no duty to examine the fifte, location, existence, or condition of the premises, nor shall Trust e be obligated to record this Trust Deed or to exercise any power herein given linless expressly obligated by the terms hereof, not be liable for accounts of omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he can require indemnines 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 satisfactors exidence 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 promissory 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 promissorymore 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 promissorynote described herein, he may accept as the genuine promissory note herein described any note which may be presented and which conforms in substance with the description herein contained of the promissory 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 refused to act of Trustee. Paul P. Harris 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 bereinder 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 Paul P. Harris
- 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 thepromissorynote, or this Trust Deed.

The promissory Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

IMPORTANT

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

and is nuclessons and Said Dak Brook Bank personally are noncerned, the legal holder or holders of said hold and the owner or owners of any indebtedness activing heregoder shaddor solely to the gremises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created of the manner herein and in said hote a year that nothing herem or in said note contained shall be construed as creating any habity on the said First Party or on said Oak Brook Bary bersonally to pay the sadingte or any interest that may accrue thereon or any indeptebbes accruing hereunder, or to perform any novement either express or implicit herein contained, all such received the any themp expressly waived by Mortgagee and by every person now or nereafter claiming any right or security hereunder and that so far as the First Party This Mortgage is executed by the Oak Brook Bank, not personally but as Trustee as aforesaid in the exercise of power and authority confermet upon and vested nit as such Trustee land said Oax Brook Bank hereby warrants that it possesses full powers in diaminating execute this instruments and it is expressed and and brounded in the action to enforce the personal Lability of the guarantor if any

V. WINENS CHEREOF OAK BROOK BANK INDIDERSONALLY BUT AS TRUSTEE AS AFORESAID. HAS CAUSED THEN PROPERTY OF SIGNED BY UP OF INSIDER OF INSIDERSONALS o Assistantion of Production and its corporate seaf to be nereunforthand and attested by its Assistant Secretary this god from his above written

As Trustee as aforesaid and not corromally

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a Notary Public in and for said County in the State aforesaid

Vice President of the OAK BROOK BANK

corporate seat of said Company, did affix the corporations said company to said instrument as his own free and voluntary actions and voluntary action said Assistant Secretary of said Company who are personally known to me to use same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this dayan person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company as Trustee as aforesaid, for the uses and purposes therein sel forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the TATION OF THE PARTY OF THE PART Company, as Trustee as aforesaid, for the use, and purposes therein set forth

LAURA HITCAES

DO HEREBY CERTIFY that

ZILY FOCIUS

STATE OF ILLINOIS

GIVEN under my hand and motanized Seal, this The Add ...

MY COMMISS OF EAST FED 1725/93