CAUTION Consult a lawyer before using or acting under this form All warrantes, including merchantability and litness, are excluded.

FURM #761

THIS INDI	ENTURE made September 4 1990	
between	Cornelio C. Morales and Isabel Morales, his	
		,
	1808 S. Mannheim Road, Des Plaines, IL 60018 (NO AND STREET) (CITY) (STATE)	T#8686 TRAN 3518 10/15/90 15:40:00
herem telei	ried to as "Mortgagors," and	
	The First National Bank of Des Plaines	
	701 Lee Street, Des Plaines, IL 60016 (NO AND STREET) (CITY) (STATE)	
herem reter	and to us "Trustee" witnesseth: That Whereas Morteagors are justly indebted	The Above Space has Decorder's Hee Code
to the legal herewith, ev oute Morigi	holder of a principal promissory note, termed "Installment Note," of even date secured by Mortgagors, made payable (35 34 franchellivered, in and by which agains promise to only the principal sum of Eight Thousand Twent of interest from September 4, 1990 on the balance of principal ru	y One and 35/100***
perannum.	such principal sum and interest to be payable in installments as follows. Sev	enty Five and NO/100***
Dollarson ( the 5th	the 4th day of September 1990, and Two Hundred S Commencing October 1990, and Two Hundred S day of each and the property of the state o	ixty Four and 59/100***  tober 5 1990  But the interpation of principal and interest, it not sooner paid.
shall be due to accrued a	ron the 5th da or September 1993, all such payments on account unpaid interest on the unital difference and the remainder to princip	ount of the indebtedness evidenced by said note to be applied first क्र <b>ांक्टराव्यरकाराव्यक्रमार्थनार्थनार्थनार्थनार्थनार्थनार्थनार्थन</b>
	ocant Mooder action of Bank of Des Plaines	are not assist arthus extension in their land of
polder of the principal sur- use defaults	ne note may, from time to time, in writing appoint, which note further provides the remaining unpaid thereon, together with accrued interest thereon, shall beer shall occur in the payment, when due, of an installment of principal or interest to for three days in the performance of air vertice, agreement contained in this Tru it said three days, without notice), and that the parties thereto severally waive p	as at the election of the legal moder thereof and without holice, the ome at once due and payable, at the place of payment aforesaid, in on accordance with the terms thereof or in case default shall occur
rotest. NOW T	THEREFORE, to secure the payment of the sair principal sum of money and into	erest in accordance with the terms, provisions and limitations of the
ibove mentic ilso in consi VARRANT	oned note and of this Trust Deed, and the performance of the covenants and agri detation of the sum of One Dollar in hand paid, if a recipt whereof is berek I unto the Trustee, its of his successors and assigns, it is fallowing described by	cements herein contained, by the Mortgagons to be performed, and by acknowledged. Mortgagors by these presents CONVEY AND leaf Estate and all of their estate, right, pile and interest therein.
	gand being in the City of Des Plaines COUNTY lyable to: The First National Ban'. of Des Plaines	
	t Real Estate Tax ID #: 09-29-220-178-9000 & Address: 1808 S. Mannheim Road, De: Plaines	
he Nort	hwesterly 18.0 feet of the Southeasterry 95.4	2 feet of Block J, both as measured on the
ract be:	terly line of said Block J, the Northwesterly ing at right angles to said Northeasterly in	e of Block J, in Superior Homes in Des
	being a Subdivision of part of the Northeast, East of the Third Principal Meridian, in Co	
fter mat	turity of the final instalment, interest shall	Laccrue at the rate of 14.50%.
any of	f the aforementioned scheduled monthly paymen d payment date, a late charge of \$5.00 will b	ts are past due beyond ten days from the
hich, with th	he property hereinafter described, is referred to herein as the "premises,"	
urino all suci	HER with all improvements, tenements, easements, and appurtenances thereto the times as Mortgagors may be entitled thereto (which tents, issues and priofits), and all fixtures, posteropostations and all fixtures, posteropostations and in the time of the times of the time of the time of the time of the times of times of the times of the times of times of the times of ti	ate nicdoed nrimar it's aif on a parity with said real estate and not
amings, stori	ntioning (whether single units of centrally controlled), and ventilation, includ rm doors and windows, floor coverings, inador beds, stoves and water heaters remises <b>បាស់សម្រាប់ស្រែសនាស្រុសពេលសេសសម្រាល់អូសសុ</b> ស្តាល ពេល ragreed that all builds	All of the foregoing are ('c' lared and agreed to be a part of the
ticles hereal	ifter placed in the premises by Mortgagors or their successors or assigns shall be VE AND TO HOLD the premises unto the said Trustee, its or his successors as	part of the mortgaged premiser.
erem set fort	th, free from all rights and benefits under and by virtue of the Homestead Exer to hereby expressly release and waive.	option Laws of the State of Hucors A Seb said rights and benefits
be name of a	a record owner is Cornelio C. Morales and Isabel 1	
erein by refe eccessors and		ng on page 2 (the reverse side of this Trus Deed) are incorporated e set out in full and shall be binding on Mor, agors, their heirs,
	the hands and seals of Mortgagors the day and year first above written  * LENETE (LO L. ANTARULE) (Sent)	Isaled Morales (Seat)
PLEASE PRINT OR PE NAME(S)	Cornelio C. Morales	Isabel Morales
BELOW GNATURE(S)	(Seal)	(Scal)
ate of Illinoi	is, County of Cook	t, the undersigned, a Notary Public in and for said County
	on the State atoresaid, DO HEREBY CERTIFY that Cornelio C. Morales and Isabel Mora	
PRESS SEAL	personally known to me to be the same person S.f., whose na	
ERE	"OFFICE IN THE day of person, and acknowledged that "OFFICE IT EA free and columnary act, for the uses and put with the machine.	t hey signed, sealed and delivered the said instrument as a specific poses therein set forth, including the release and waiver of the
	ny hand and official seal his day of	September 1990
	My Commission Expires 11/20/91	/ freeze
sen under m mmission ex is instrumen	xpire my commission expires 11/28/91  Wynn E. Bonner - Personal Ban	Notary Public S
mntission ex	xpired my Commission Expires 11/28/91  Name and ADDRESS)  Wynn E. Bonner - Personal Ban (NAME AND ADDRESS)	king Officer Notary Public

## THE FOLLOWING ARE THE COVENATIS CONDITION AND PROVISIONS REFER ED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Morgagors 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 tien 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, 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 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 auchorized 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 as the prized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notic, 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 accrump to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the noders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the void ty of any tax, assessment, sale, forfeiture, tax hen 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 defarat 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 hall 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, there 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 the paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's fees, ontains to be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's fees, ontains to be expended after entry of the decree) of procuring all such abstracts of title, title searches 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 distand assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vidence 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 immediately 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 a pany action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plair titl, channant 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,
- 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 all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted is additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpide 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 Deta, 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 notice, 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 1/1 sale and a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further time of a 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 said 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) it is 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 bereof 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 recess 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 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 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 may accept as the genuinc note herein described any note which hears 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, 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.

I	M	PO	R	T	A	N	T
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Charles

identified herewith under Identification No.

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.

Trustee

The Installment Note mentioned in the within Trust Deed has been