(ZIP CODE)

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November 19 THIS INDENTURE, made between Monica A. Bruzas, a widow, and not since remarried 4448 West 81st Place, Chicago, 60652 (CITY) herein referred to as "Mortgagors," and Oak Lawn National Bank 9400 S. Cicero Avenue, Oak Lawn, (NO AND STREET) (CITY) 60453

The Above Space For Recorder's Use Only

Dollars, and interest from November 19, 1990 on the balance of principal remaining from time to time unpaid at the rate of 11.0 per cent Interest to paid quarterly

NOW THEREFORE, to secure the payment of the said princ pal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the perior nance 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 ceipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his secessors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 53 in second addition to Crest Line Highlands subdivision, a subdivision of part of the NorthEast 1/4 and part of the NorthWest 1/4 of section 34, township 38 North, range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises, 19-34-125-011-0000 Permanent Real Estate Index Number(s): 4448 West 81st Place, Chicago, ΙL 60652 Address(es) of Real Estate: .

TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, an 1.20 rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged prin...ri), and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply leat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restriction, the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are devalued 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 in itar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses 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. Thich said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is:

Monica A. Bruzas, a widow, and not since remarried

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated berein by reference and hereby are made a part bereof the same as though they were here set out in full and shall be binding on Morraggors, their heirs,

Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S) 135 . First Interstate (Seal) Cook State of Illinois, County of the undersigned Bruzas Public in and for said County a Nõ widow Monica а and not in the State aforesaid, DO HEREBY CERTIFY that <u>∽∽since remarried</u> MONESICIAL SEAL" MARSCIAL SEAL" personally known to me to be the same person ____ whose name _____ subscribed to the foregoing instrument, MARSCIAL J. ZELENSKuppen defere me this day in person, and acknowledged that ___ S h _ e signed, sealed and delivered the said instrument as Notary Public, State of Illinois her _____ free and voluntary act, for the uses and purposes therein set forth, including the release and voluntary act, for the uses and purposes therein set forth, including the release and voluntary act, for the uses and purposes therein set forth. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the My Commission Expires 3/2 This of homestead. 19th November Given under my hand and official seal, this ... _day of _ 1991 Commission expires. Notary Public Dianne Townsend This instrument was prepared by (NAME AND ADDRESS

Oak Lawn, IL.

(STATE)

9400 S Cicero Avenue, OR RECORDER'S OFFICE BOX NO

Mail this instrument to

Oak Lawn National Bank

- THE FOLLOWING ARE THE COVENANTS CONTINONS AND ERO ISION SEE ERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM APPRIT OF THE TAULT DEED VHICH TIEPE 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 building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance 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; such replacing 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 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 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 action to them on account of any default hereunder on the part of Mortgagors.
- 5. 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, structure produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vibility 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 or five 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 payments 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 coured shall 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 have all other rights provided by the laws of Illinois for the enforcement of a mortgage de y 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expende after entry of the decree) of procuring all such abstracts of title, little searches and examinations, guarantee policies. Torrens certificates, and s milar data 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 to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title too or the value of the premises. In ad littly all expenditures and expenses of the nature in this paragraph; mentioned shall become so much additional indebtedness secured hereby and into dutely 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) any action, suit or proceedings, to which either of them shall be a party, either as pl., ...lif., claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (c) preparations for the defense of any threatened suit or proceeding, including but not limited to probate and biankrupic) commenced; or (c) preparations for the defense of any threatened suit or proceeding, the hold of the premises or the security hereof, whether or not 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; sectiond, all other items which under the terms hereof constitute secured indeb edues additional to that evidenced by the note hereby secured with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- Sentialives or assigns as their rights may appear.

 19. Uponior at any time after the filing of a complaint to foreclose this Trust Deed 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 of Mortgagors at the time of application for such receiver and without regard to the ther value of the premises or whether the same shall be them 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 take ri 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 with 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) he indebtedness secured hereby, or by any 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 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 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 comissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and here are 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 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.
- 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.

	The Installment Note mentioned in the within Trust Deed has been
IMPORTANT	The installment roots inchibited in the wining root has been
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.	* · · · · · · · · · · · · · · · · · · ·
TRUST DEED BETTEED FOR RECORD.	Tenetae

Trustee