Trust Deet UNOFFICIAL The Above Space For Recorder's Use Only

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THIS INDENTURE, made January but solely as trustee under Trus RUBEN HARRIS	19TH 1990 hetwe st # 1052 dated 12/	O1/71 herein	AGO not personally referred to as "Mortgagors." an	d
herein referred to as "Trustee," witnesseth: That	. Whereas Mortgagors are ju	stly indebted to the legal holder of	of a principal promissory note	:,
of even date herewit	in, executed by mortgagors, t	Minde brancie to		
HARRIS LOAN & MORTGAGE C and delivered, in and by which note Mortgagors p	ORP, I/UI SOUTH	m ofThree Thousa	nd Five Hundred	
Ninety-Seven and 68/100 \$:	3,597,681Dollars, and in	terest as specified in Promissory Note,	fromU1/24/9U	
to be payable in installments as follows:	<u>-One</u> Hundred Twel	Lve and 56/100	\$112-56. Doll:	
on the 24TH day of February 19	90 and ===One Hu	nored Twelveand 56	/100 Dolli	
he said note: we she versust ware main water when	K XXXX 1018 y 320 to 14 yearly on y	医水黄环 医外次环样状 经保持保险 经收帐 医皮肤 计模型 医腺管	光冷龙冰冷冷冰水水水水水水水水水 水水水水水。	
X-XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	701 South First /	Ave., Suite 300, MX	IMOOD, ILLINOIS	
60153 or at such other place as the	legal holder of the note may. It	rom time to time. In writing appoint remaining unbuid thereon, together v	i, which note further provides the	1311
hecome at once due and payable, at the place of pe	syment aforesaid, in case defaul or in case default shall occur ar	t shall occur in the payment, when and continue for three days in the per	itie, of any installment—pergin rformance of any other agreeme	eni
contained in this Trust Deed (in which event ele- parties thereto severally waive presentment for ;	ction may be made at any time payment, notice of dishonor, p	eafter the expiration of said three crotest and notice of profest.	inys, without notice i, and that	(21)
NOW THEREFORE, a secure the paymen limitations of the above imprisoned note and of	t of the said principal sum of	money and interest in accordance	e with the terms, provisions as	nd he
Mortgagors to be performed, and also in consi Mortgagors by these presents CONVEY and W.	deration of the sum of ()ne	Dollar in hand Daid, the receipt v	knereni is nerehv acknowleder	· (1 ·
and all of their extate, sught Little and interest th	ierein, situate, lying and being	in ine		
THE SOUTH 30 FEET OF LOT"1	COUNTY OF 16 IN BLOCK 7 IN	FREDERICK H BARTI) STATE OF ILLINOIS, to wi ETT'S WENTWORTH	it:
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9433 S. WI		No. 10.	Ü ,	
	ENTWORTH , CHICAC	3O, IL 60620		
Commonly known as:		GO, IL 60620	,	
Commonly known as: Permanent Index Number: 25	-04-412-6		9051139 to	
Permanent Index Number: 25		3.3	90051139	
Permanent Index Number: 25-	s referred to herein as the "pi	23	the issues and profits thereof for	۱r
Permanent Index Number: 25- which, with the property hereinafter described, is TOGFTHER with all improvements, tenem so long and during all such times as Mortgagars	s referred to herein as the 'pi ents, casements, and appurten may be entitled thereto i which tures apparatus, equipment or	733 remi es ' ances before helonging, and all rem h rems, issue, and profits are pledge articles new or hereafter therein	its, issues and profits thereof for d primarily and on a parity with or thereon used to supply hea	h L
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1701 SOUTH FIRST AVENUE MAYWOOD, ILLINOIS 60153

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

THE FOLLOWING ARE THE COVENANTS CONDITIONS AND FROM FROM PEPERED TO DN 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 or buildings or buildings or buildings or buildings or buildings 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 the 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 authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or holders of the note to toolect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein with rized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without noice and with interest thereon at the rate as specified in Promissory Note. Inaction of Trustee or holders of the note shall never be considered as a waive of any right accruing 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 hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such hill, statement or estimate or into the califity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each tiem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof At the election of the holders of their omissorynote, and without notice to Mortgagors, all unpaid indebtedness secured by this I rust Deed shall, notwithstanding anything in the promisse, youte 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 secured 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 be with 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 detal 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 exponses which may be paid or incurred by or on behalf of Trustee or holders of the note for altorneys fees. Trustee's fees, appraiser's fees, outland 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 scarches and examinations, guarantee policies. Torrens certificates, and similar detal 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 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 interval 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, including but not limited to prohice and bankruptey proceedings, to which either of them shall be opened and bankruptey proceedings, to which either of them shall be oparty, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced: or (c) preparations for the devence of any th

- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. Last, on account of all costs and expenses incident to the foreclosure proceedings, including a back items as are mentioned in the preceding paragraph hereof, seeingd, all other items which under the terms hereof constitute secured indebteum as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair, 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 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 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 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 stantory 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 risk he necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of such or he could from time to tume 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 superior to the lien hereof or of such idecree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale at disclosure.
- 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 gail 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 Truste 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 has 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 bereof 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, inability or refusal 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 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 Paul P. Harris
- 15 This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons "familia" indict or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable his fite payment of the indebtedness or any part thereof, whether or not such persons shall have executed the promissory note. The provision of the indebtedness or any part thereof, whether or not such persons shall have executed the promissory note.

IMPORTAN	1

The promissory Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No

Trustee