THUST THE P (LLI) CHO. For 189 With John Form 1440 (Manthly Payments Including Interest)

CAUTION: Consult a lawyer before uning or makes any warranty with respect thereto, incl.					
TEDS INDENTURE, made between DANIEL MART	MARCH		90	TOUCH TO THE	1290 03/21/90 02:45:00
1219 WEST 31ST PLACE	E CHICAGÓ, TEGEN	10TS 60608		COOK COUNTY	' RECORDER
L219 WEST 31ST PLACE (NO AND STREET) berein referred to us "Mortgagors OF CHICAGO, A NAELC	,"andTHE_DISTRI	CT_NATIONAL B	ANK.		
LLIO WEST 35TH STREE	er Chicago, The	COSOS ETONIA	1	<365A	35 830
THERE CHAIN		/o'PA781	ebted	The Almes Space Visi	Manustary Charles
peroin referred to as "Trustae," we othe logal holder of a principal processor to be been a principal processor to be been a principal processor to be blocked by been a pay the bolkers, and the result of the been appeared by the been appear	amissary note, termind film, made payable to like in e principal sum of dissibur noments class	italimont Note;" al ovoi REPOLITATED BANDON LIB the belonger of orbit	TAR HUNDRED	THREE DOLLAR	3 & 48/100 (3903.48
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he $\sim 25\mathrm{kh}$ — day of each and ϕ half be due on the ~ 25 , ϕ ϕ necessed and unpaid interess on γ	o MARCH 19	.93 off such payments	on account of the bal	phiesiness evidenced hy	said note to be applied first
he extent not paid when due, to be note payable at THE DISTR	oce in cost after the date in ICC. Parlional, BA	or payment thereof, at NK OF CHICAGO	the inte of 12×85.	per cent por annum, i	and all such payments being the other place as the leval
he extent not paid when due, to be note payable at THE DISTE colder of the note may, from time to rincipal sum remaining annual the need about the top payar ad continuo for three days in the paying that of said three days, with rotest.	o thny, he cricing appoint, y orving, to setur with accrea cut, whom dow, so my instal criatmance of any offers ng nat maticu), and saw all pur nat maticu), and saw all pur	which mote further provi al interest thereon, shal Iment of principal or int roumant contained in th thes thereta severally wi	des that at the electio I become at once due erest in accordance s is Trest Deed (in whi dve presentment for	n of the logal holder the and payable, at the pli eith the terms thereof a ch event election may b paymont, notice of dist	real and without notice, the ice of payment aforesaid, in r in case default shall occur w made at any time after the wom, protest and notice of
NOW THEREFORE, to secure to be a mentioned note and of this T is on consideration of the sum of YARRANI' unto the Trustee, its amount of the sum of the su	to the payment of the vald prost Dued, and the perform. One Dollar in hand part or his successors and assignY OP CHICAGO	i neiput nun of maney m nuce of the covenants an the receipt whereof is no the following desert	nt interest in necorda dragreements herein lwreby acknowledge hed Real Botate and NTY OF COOK	ned with the terms, pro- contained, by the Mert it, Mortgagers by these all of their estate, righ	biomand limitations of the gages to be perferanced, and eperferanced, and eperferanced, and eperferanced therein, NTE OF ILLINOIS, to wit:
TOT 14 IN BLOCK 3 IN THE NORTHEAST 1/4 OR RANGE 14, EAST OF T	f the north wes	T 1/4 OF SHOT	ION 32, TOWN	SHIP 39 NORTH	·
which, with the property horeinalic forminent Real Estate Index Nun	17_29_3	AG~A29~AAAA		25980	TUE
	216 WERN 178# D		TLLINCES &	0608	ين ۾ 19 ۾ 19 هن جي
TOCIETHIR with all improve uring all such times as Mortgagurs reconductly), and all fixures, appar and air conductly, and all fixures, appar and air conductoring (whether single waings, storm doors and windows ortgaged premises whether physic rticles hereafter placed in the pieur TO HAVE AND TO HOLLD it crein set forth, free from all rights fortgagors do hereby expressly reletion and of a record owner is:	monts, tenements, casemer may be entitled thereto (w mus, equipment or articles to units or centrally contro, floor coverings, insular be ally attached thereto or not alses by Mortgagars or their to premises unto the said T not becomes	ranconsors or pasigns si tustue, its or his success	mit be nact of the mar	through them and	a abbatains, eduibitient tu
This Trust Deed consists of two rain by reference and hereby are ccessors and assigns. Witness the funds and sonts of t	unus n bari netsot (no re	ime as maaga taey wer	pearing on page 2 (the place and out in full	e reverse side of this I und shall be binding o	ut Deed) are lucorporated n . on lyngers, their heirs,
	and man	Times (Se	ul)		(Scal)
PRINT OR DAN (PENAME(8) BELOW 3NATURE(8)	IEL MARTINEZ	(Sei	19)		(Sent)
nte of Illinois, County of	COOK pre aforesuid, DO HEREB	Y CERTIFY that DAI	I the un	derstyfied, a Nothry Pu	olle in and for said County
PRINCIAL SEAL SEALTH INTCHELL SEALTH INTCHELL SEALTH INTERNAL STATE SEALTH INTERNAL SEALTH SEALTH INTERNAL SEALTH SEALTH INTERNAL SEALTH SEALTH INTERNAL SEALTH SEA					he foregoing instrument, red the said instrument as correlease and waiver of the
von under my hand and official rea mmission expires JUNE 7	il, dils. 13TH	day of	Cary	hilehell	19 90 8
MAU TA ETHEDI	AULINE M. DENGL			CAGO TLLINOIS	60609 Notary Pucho 23
1110 W	EST 35TH ST. CH	ICAGO ILLINOIS	ويرو جويورة ويستور ورسل ويداد جويرسي ومسموره المدادات الأحسان الم		A A A A A A A A A A A A A A A A A A A
RECORDER'S OFFICE BOX	(CITY)		(STATE)		(ZIP CODE)

- THE POLLOWING ARE THE COVERANTS, CONDITIONS (ND REVISIONS EPERRO TO AN PAGE I CHE REVERSE SIDE OF THIS TRUST DEED) AND WHICH CRM A FAIT OF THE ROLL DEED WHICH TWERE BEGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) prompily repair, restore, or rebuild any buildings or improvements now or horester 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; (3) keep said premises free from the 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 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 over at any time in process of crection 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 alternations in said premises except as required by law or municipal ordinance or na proviously consented to in writing by the Trustee or holders of the note.
- 2. Morigagore shall pay before any penalty attaches all general taxes, and shall pay 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 Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors 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 tepairing the same or to pay in full title 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 mortgago 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 any lax sale or forfellure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other innersy advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien luggof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be inken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice are 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 accounts on account of any default because on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to takes or assessments, may do so according to any bill, categoric or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay act item of indebtedness berein mentioned, both principal and interest, when due according to the terms bereaf. 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 decay at shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby se med 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 be the right to foreclose the lien hereof, there shall have all other rights provided by the laws of filinois for the enforcement of a mortgage cab). In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure. And expenses which may be paid or measured by on on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be eathmated as to items to be expended ther entry of the decree) of procuring all such abstracts of title, title scatches and examinations, guarantee policies. Torrens certificates, and sin flar out and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such soil of 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 immediately due and payable, with interest thereon at the rate of nine per cent per annum, when naid or incurred by Trustee or holders of the note in connection vide and payable, with interest thereon at the rate of nine per cent per annum, when naid or incurred by Trustee or holders of the note in connection vide and payable, with interest thereon at the rate of nine per cent per annum, when naid or incurred by Trustee or holders of the note in connection vide and payable, with interest thereon at the rate of nine per cent per annum, when naid or incurred by Trustee or holders of the note in connection vide is foreclosus better by my indebtedness hereby commenced, or (c) prepara
- 8. The proceeds of any foreclusure sale of the premises shall be out to ted and applied in the following order of priority: first, on account of all costs and expenses (acident to the foreclosure proceedings, including all such items as are mentioned in the preceding pasagraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as licrein provided; third, all principal and interest remaining to principal and output are not appeared to Mortgagurs, their heirs, logal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dred 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 Mortgagora at the time of application for such receiver and without regard to the one value of the premises or whether the same shall be then occupied as a homestond 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 prantises 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 three when Mortgagora, 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 a period. The Court from time to time may nuthorize 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 Dead, or any tax, special assessment or other lien which may be or become supported to the lien hereof or of such decree, provided such application is made prior to foreclusure 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times an a 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 Trust's be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable in 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 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 includediness 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 between who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness crueded 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 principal note and which purports to be executed by the persons herein designated as the reflect described herein, he may accept as the genuine principal tools herein described any note which may be presented and which conforms in substance with the description herein contained of the principal ratio 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 Registras 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, THE DISTRICT NATIONAL BANK OF CHGO. 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 enlitted 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.

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 TRUSP-DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under identification No. 426-090-7 40

THE DISTRICT NATIONAL BANK OF CHICAGO

ER HAWRYSZ, Exec. Vide Fres. BY WALTER HAWRYSZ,