(Monthly Payments including Interest)

164

OR RECORDER'S OFFICE BOX NO

CALITION. Consult a leavest selves using in acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereby, including any warranty or marchantateity or trines for a particular purpose.

March 30. 19 90 THIS INDENTURE, made 90145729 between - - - JOHN R. KELLUM, JR. a widower and not since remarried- - - -111 13 The special control of the first of 1530 East 85th Place o III tno ly city) t Chicago INO AND STREETS (Bidon) x x x 20 (14日7日2 herein referred to as "Mortgagors," and Action 1885 - -ASHLAND STATE BANK- - - - - - - -9443. South Anhland (NO AND STHEET) Chicago, Illinois (NIAII) herein referred to as "Trustee," witnesseth. That Whereas Mortgagors are justly indebted to the legal budder of a puncipal promissus more, termed. Installment Note," of even date herewith, executed by Mortgagors, made payable to NEM and delivered, mand by which note Mortgagors promise to gay the principal sum of —— THERTEEN THOUSAND EIGHT HUNDRED THERTY ONE and 00/100—— Dollars, and interest from Apr 11 4, 1990 on the balance of principal remaining from time to time unpaid at the rate of 13,00 per cent per annum, such principal suits and interest to be payable in installments as follows - - THREE HUNDRED SIXTERN and 40/100- -Dollarson the 14th day of day .19 90and - -THREE HUNDRED SIXTEEN and 40/100- - the 14th day of each and specimenth thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 14th da. of April . 095, all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpublishments constituting principal, to the extent not paid when due, to bear into est, iter the date for payment thereof, at the rate of 16.00 per cent per annum, and all such payments being made payable at Ashland Styte Bank of the logal holder of the note may, from time to time, in who ag appoint, which note further provides that at the election of the logal holder thereof and without notice, the principal sum remaining inpand thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in ease default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur in three days in the performance of an about agreement contained in this frust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally wave presentment for payment, notice of dishonor, protest and notice of NOW THEREFORE, to secure the payment of the sac principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this frust Deed, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the freely acknowledged, Mortgagors by these presents CONYLY AND WARRANT unto the Trustee, its or his successigs and assigns are following described Real Fistic and all of their estate, right, title and interest therein, situate, Joing and being in the CILY OF CHEGAGO (COUNTY OF COOK AND STATE OF ILLINOIS, to wif situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to will Lot 13 in Block 4 in Cepek's Subdivision, being a Resubdivision of the Subdivision of the East 1/2 of the South East 1/4 (except teh forth 1/2 thereof) of Section 35, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois. 90145729 which, with the property hereinafter described, is referred to herein as the "premises," 20-35-411-024-0000 Permanent Real Estate Index Number(s). Chicago, Illinois Cook 1630 East 85th Place Address(es) of Real Estate: . IOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, inclab (cets), 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 primarily 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 bear, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting it o foregoing), screens, window shades, awings, storm doors and windows, floor coverings, mador beds, stored water heaters. All of the foregoing are cleared 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 sandar—other apparatus, equipment or articles bereafter placed in the premises by Mortgagors or their successors or assigns shall be pure of the mortgaged premises. 10 HAVE AND TO HOLD the premises unto the said Fristee, its or his successors and assigns, forever, for the purpose of adoptin the uses and trusts become set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois size a said rights and benefits. Mortgagors do hereby expressly release and waive The name of a record owner is: John R. Kollum, Jr.

This I rust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this I rust Deed) 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 binding on Martinggra, their heirs, successors and assigns. Witness the hands and seals of Morigages the day and year first above written

LLASE.

JOHN R. KELLUM, JR. (Scal) (Scal) PLLASE PRINT OR TYPE NAME(S) (Scal) SIGNATURE (S) 1, the undersigned, a Notary Public in and for said County Cook in the State aforesaid, DO HEREBY CERTIFY that - - JOHN R. KELLUM, JR., widower and not | wince remarried- - - - - -IMPRESS , 49 personally known to me to be the same person — whose name . La . . . subscribed to the foregoing instrument, SEAL h. B. signed, sealed and delivered the said instrument as appeared before me this day in person, and acknowledged that his live and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. right of homest miler my hand and official seaf, this 30th 19 90 Communion expires 1 5 ك 1991 Margaret Parise9443 S. Ashland ... chicago. Illinois This instrument was prepared by Mail this instrument to (ZIP CODE)

- THE POLLOWING ARE THE COUNTY CONTROL OF THE TAYS DEED WHICH DERV BEGINS:

 1. Mortgagora shall (1) keep said believes in good condition and repair, willied waver, (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 hens or hens in favor of the United States or other hens or claims for hen not expressly subordinated to the hen hereof, (4) pay when due any indebtedness which may be secored by a hen or charge on the premises superior to the hen 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 election 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 Lustee or holders of the note. 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, opon written request, turnish to Trustee in to holders of the note the original or duplicate receipts therefor. To prevent default bereinder 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 tire, 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 indebtediess 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 mort gage 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 her or other prior her 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 poid or incurred in connection therewith, including reasonable attorneys (see, 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 converning 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 time per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accounts 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 statement or estimate produced from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the violatity of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof
- 6. Mortgagors shall pay each item of indebtedness berein mentioned, both principal and interest, when due according to the terms bereof. At the election of the holders of the principal note, and without notice to Mortgagors, all impaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the place pal note or in this Trust Deed to the continus, become due and payable when default shall occur in payment of principal or interest, or in case defrait shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 7. When the indebtedness hereby smared 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 bave the right to foreclose the ben hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage det t. In any suit to foreclose the ben hereof, there shall be allowed and included as additional in debtedness in the decree for sale all expendition, rial expenses which may be paid or mentred by or on behalf of I rustee or holders of the note for afterness' fees, appraiser's fees, utiliase to disconnentials and expense which may be estimated as to items to be expended afte, entity of the decree of proximing all such abstracts of title, title scan hes and examinations, guarantee policies. Torrens certificates, and si utilat data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sint with the scan better and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and in the scan be and parable, with interest thereon at the rate of undependent parable of the note in connection with trains and expenses of the nature in this paragraph mentioned shall be paid or incurred by Trustee or holders of the note in connection with trains and expenses of the nature in this paragraph mentioned shall be proceedings, to which either of them shall be a party, either as plan off, clamant or defendant, by teason of this I tust Decdor any indebtedness hereby secured; or (b) preparations for the defense of any threatened such or proceedings after account of such right to foreclose whether or not actually commenced.

 B. The necessary of the proceeding is the foreclose of the premises of any threatened such or proceedings and the premises of the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be arguinted and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including a pack items as are mentioned in the preceding paragraph bereof, second, all other items which under the terms hereof constitute secured indebtainess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining in end, fourth, any overplus to Morigagois, 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 I rust I cer, 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, virtual 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 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 statutors 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 have 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) 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 appeared to the lien hereof 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 suject 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 per mitted for that purpose
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Lus'ee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be hable 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 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 beroof 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 atomification purporting to be executed by a prior trustee hereinder 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

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.