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COOK COUNTY, ILLINOIS  
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1990 APR -6 PM 2:28  
90156511



TRUST DEED

762011

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 21, 1990, between  
WILLIAM A. BURTON and DENISE K. BURTON

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

SIXTEEN THOUSAND (\$16,000.00) AND NO/100----- Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, by and by which said Note the Mortgagors promise to pay the said principal sum and interest ~~from~~ ~~on the balance of principal remaining from time to time unpaid at the rate~~ of ~~per cent per annum~~ ~~for~~ ~~the~~ ~~term~~ ~~of~~ ~~the~~ ~~note~~ (including principal and interest) as follows:

EIGHTEEN THOUSAND EIGHTY (\$18,080.00) AND NO/100-- Dollars ~~of more~~ on the 31st day of October 1990, ~~and~~ ~~or~~ ~~upon~~ ~~sale~~ ~~of~~ ~~the~~ ~~identified~~ ~~property~~ ~~Dollars~~ ~~or~~ ~~more~~ on the ~~the~~ ~~day~~ ~~of~~ ~~each~~ ~~the~~ ~~month~~ ~~until~~ ~~the~~ ~~said~~ ~~note~~ ~~is~~ ~~fully~~ ~~paid~~ ~~except~~ ~~that~~ ~~the~~ ~~final~~ ~~payment~~ ~~of~~ ~~principal~~ ~~and~~ ~~interest~~ ~~if~~ ~~not~~ ~~sooner~~ ~~paid~~ ~~it~~ ~~shall~~ ~~be~~ ~~due~~ ~~on~~ ~~the~~ ~~====~~ ~~day~~ ~~of~~ ~~====~~ All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance ~~and~~ ~~the~~ ~~remainder~~ ~~to~~ ~~principal~~ ~~provided~~ ~~that~~ ~~the~~ ~~principal~~ ~~of~~ ~~each~~ ~~instalment~~ ~~unless~~ ~~paid~~ ~~when~~ ~~due~~ ~~shall~~ ~~bear~~ ~~interest~~ ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~====~~ ~~per~~ ~~annum~~ and all of said principal and interest being made payable at such banking house or trust company in Chicago

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of JOSEPH P. CULLINANE and ~~in~~ ~~the~~ ~~City~~ ~~of~~ ~~Oakbrook~~, ~~Illinois~~ STEPHEN K. BORST, in the City of Oakbrook, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance 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 receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors 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 28 IN WILLIAM H. TRAVERS SUBDIVISION OF BLOCK 1 IN M. O'DELL'S ADDITION TO EUCLID PARK, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.00

Said Property is commonly known as 426 West 95th Place Chicago, Illinois 60628. P.I.N. 25-09-106-028, Vol. 456.

\*\*THIS INSTRUMENT SECURES TWO (2) SEPARATE INSTALLMENT NOTES IN AMOUNT OF EIGHT THOUSAND (\$8,000.00) AND NO/100- DOLLARS EACH.

\* The total interest shall be fixed at TWO THOUSAND EIGHTY (\$2,080.00) AND NO/100--DOLLARS for the life of the Mortgage

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon ~~to~~ ~~supply~~ ~~heat~~ ~~gas~~ ~~air~~ ~~conditioning~~ ~~water~~ ~~light~~ ~~power~~ ~~refrigeration~~ ~~(whether~~ ~~single~~ ~~units~~ ~~or~~ ~~centrally~~ ~~controlled)~~ ~~and~~ ~~ventilation~~ ~~including~~ ~~(without~~ ~~restricting~~ ~~the~~ ~~foregoing)~~ ~~screens~~ ~~window~~ ~~shades~~ ~~storm~~ ~~doors~~ ~~and~~ ~~windows~~ ~~floor~~ ~~coverings~~ ~~in~~ ~~ador~~ ~~beds~~ ~~awnings~~ ~~stoves~~ ~~and~~ ~~water~~ ~~heaters~~. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its 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, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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 herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand of and seal of Mortgagors the day and year first above written.

William A. Burton (SEAL) Denise K. Burton (SEAL)  
WILLIAM A. BURTON DENISE K. BURTON  
(SEAL) (SEAL)

STATE OF ILLINOIS, }  
County of COOK } SS. JOHN H. GHOLAR  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM A. BURTON and DENISE K. BURTON

who ~~are~~ ~~personally~~ ~~known~~ ~~to~~ ~~me~~ ~~to~~ ~~be~~ ~~the~~ ~~same~~ ~~person~~ ~~as~~ ~~whose~~ ~~name~~ ~~is~~ ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that " OFFICIAL SEAL " signed, sealed and delivered the said instrument as their free and JOHN H. GHOLAR Notary Public, State of Illinois, My Commission Expires 3/31/91 and Notarial Seal this 21st day of March 1990

Notarial Seal John H. Gholar Notary Public

Div 1  
72-48-346

90156511

Oakbrook, IL 60521  
2301 West 22nd Street

JOSEPH P. CULLINANE  
STEPHEN K. BORST

426 W. 95th Place  
DESCRIBED PROPERTY HERE  
INSERT STREET ADDRESS OF ABOVE  
FOR RECORDER'S INDEX PURPOSES

Assistant Secretary/Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY  
Trustee

Identification No. 763011

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed  
the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when  
this instrument shall be construed to mean "notes" when more than one note is used.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through  
Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the notes when used in  
herein given Trustee.

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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the  
persons herein designated as makers thereof.

13. Trustee shall release this trust deed and the lien thereon 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 a release in writing of a successor trustee,  
such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed  
thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 it has never  
placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be  
presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the  
signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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 its own gross negligence or abandonment or that of the agents or employees of Trustee, and it may require indemnities  
satisfactory to it before exercising any power herein given.

11. Trustee or its successors shall have the right to inspect the premises at all reasonable times and access thereto shall be  
permitted for that purpose.

10. No action for the enforcement of the lien 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.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of  
said premises. Such appointment may be made either before or after the filing of a bill to foreclose, and without regard to 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 full  
Mortgagees 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  
rented, issues and profits of said premises during the pendency of such receiver, as well as during any further period of receivership, except for the full  
statutory period of receivership, whether there be redemption or not, as well as during any further period of receivership, except for the full  
intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which Mortgagees, except for the full  
Court from time to time may authorize the receiver to apply the net income of the premises in whole or in part to: (a) The  
indebtedness secured hereby, or by any decree foreclosing this trust deed, or any special assessment or other lien which may be or become  
superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and  
deficiency.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, the payment  
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 are secured independently of this note, with interest thereon as herein provided; third, all principal and interest,  
representatives or assigns, as their rights may appear.

7. When the interest hereby secured shall become due and payable by acceleration or otherwise, holders of the note or Trustee shall have  
the right to foreclose on the premises hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in  
the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys'  
fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which  
may be estimated as in items to be expanded after entry of the decree) of procuring all such abstracts of title, title searches and examinations,  
title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to  
be reasonably necessary, together with the cost of such data and assurances, and the cost of such data and assurances, and the cost of such data and assurances,  
condition of the title to or the value of the premises. All such expenses and outlays of the nature in this paragraph mentioned shall become so  
much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post mortem rate set forth in the note  
rate set forth in the note securing this trust deed. If any, other, interest rate set forth in the note, when paid or incurred by Trustee or  
holders of the note in connection with the foreclosure proceedings, including principal and interest, when due according to the terms hereof,  
party, either as plaintiff, claimant or defendant, in reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the  
commitment of any suit for the foreclosure of such right to foreclose whether or not actually commenced; or (c)

6. Mortgagee shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof,  
statement or estimate of or into the validity of any tax, assessment, lien, or other charge, and shall pay the same when due according to the terms hereof,  
so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill,  
according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill,  
5. The Trustee or holders of the note hereby secured making any payment hereon by authorized agent or otherwise, shall pay the same when due according to the terms hereof,  
considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder  
required of Mortgagee 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 write any tax lien or other lien or claim thereon, or  
redeem from any tax sale or foreclosure affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein  
authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or  
holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter  
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3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,  
lightning or windstorm (and flood damage, where the lender is required by law to have it insured) under policies providing for payment  
by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness  
secured hereby, all in compliance with policy to the holders of the note, and insurance policy 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.

2. Mortgagee 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  
duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax  
material alterations in said premises except as required by law or municipal ordinance.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may  
become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens  
holders of the note; (c) 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 such prior lien to Trustee or to  
holders of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said  
premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no

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3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire,  
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2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer  
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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