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(CITY)

## For Use With Note Ports 1948 (Monthly Payments Including Interest)

makes any materity with mapped imedity, including any warranty of mechanishing or filmeds for a particular purpose	90172778
THIS INDENTURE, made April 16. 1990 19.	·
between TIMOTHY J. TAYLOR AND WILLIE C. TAYLOR,	
HIS WIFE AS JOINT TENANTS	
9249 South Loomin, Chicago, Tilinois (NO AND STREET) (CITY) (STATE)	DEPT-01 RECORDING \$13.00 Te3333 TRAN 4577 D4/17/90 14:10:00
	. \$8902 \$ <b>*-90-172778</b>
	. COOK COUNTY RECORDER
9443 S. Ashland Avg., Chicago, Illinois (NO. AND STREET) (CITY) (STATE)	,
herein referred to as "Printee," witnessath: That Whereas Mortgagers are justly indebted to the legal holder of a principal promissory note, formed "Legaling of Nice," of gyen date the rewritted by Mortgagers, made payable to accompany of the principal sum of the principal sum of the Thoughous PLYE HUK	The Above Space For Recorder's Use Only
nate Mortgagors promise to pay the principal sum of \(\tilde{\pi}\). THOUSAND FIVE HUN Dollars, and interest fro \(\tilde{\text{April 16}}\). 1990 on the balance of principal remains	
per annum, such principal sur and interest to be payable in installments as follows: = -ONE_	HUNDRED TWO and 08/100
Dollars on the 20th dayer May 1990, and - ONE HUNDRED Th	10_and_08/100= = = = = Dollarson
the 20th day of each a divery month thereafter until said note is fully paid, except that	the final payment of principal and interest, it not somer paid, tof the indobtedness evidenced by said note to be upplied first
shall be due on the 20th de, of October, 1992; all such payments on account to accused and unpaid interest on the apaid principal balance and the remainder to principal; the	ne portion of each of said installments constituting principal, to
the extent not paid when due, to bear one est after the date for payment thereof, at the rate of made payable at Ashland Stace Bank	or at such other place as the legal
holder of the note may, from time to time, i.a.w. iting appoint, which note further provides that at original sum remaining unpaid thereon, tow fact with accrued interest thereon, shall become a	the election of the legal holder thereof and without notice, the
to accreted and unpaid interest on the "apold principal obtained and use remainder to principal; in the extent not paid when due, to be a box" at a filer the date for payment thereof, at the rate of made payable at Ashland Stace 3ank holder of the note may, from time to time, is whiting appoint, which note further provides that at principal sum remaining unpaid thereon, tow here with accrued interest thereon, shall become a case default shall occur in the payment, when due, o' have hat all ment of principal or interest in accard continue for three days in the performance of a type for agreement contained in this Trust Diexpiration of said three days, without notice), and what in parties thereto severally waive presentotest.	cordance with the terms thereof or in case default shall occur eed (in which event election may be made at any time after the atment for payment, notice of dishonor, protest and notice of
NOW THEREPORE, to secure the payment of the sal sprin head sum of money and interest above mentioned note and of this Trust Deed, and the parts, mance of the covenants and agreements of consideration of the sum of One Dollar in hand pate, the secipt whereof is hereby ac WARRANT unto the Trustee, its or his successors and assigns, the following described Real	t in accordance with the terms, provisions and limitations of the
also in consideration of the sum of One Dollar in hand pate, the veript whereof is berefy at	knowledged, Mortgagors by these presents CONVEY AND
situate, lying and being in theCity_of_ChicagoCOUNTY OF	Gook AND STATE OF ILLINOIS, to with
4	
LOTS TWO (2) TO SIX (6) INCLUSIVE (EXCEFT SOUTH 90 FE 7 FEET OF LOT 2) AND SOUTH HALF OF VACATED ALLEY SOUT	
IN BLOCK SIXTEEN (16) IN CREMIN AND BRENNAN'S FAIRVIE	
BLOCKS AND PARTS OF BLOCKS IN CROSBY AND OTHERS SUBDI	
OF RAILROAD) OF SECTION (5), TOWNSHIP THIRTY SEVEN (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT!	ILLINOIS.
which, with the property hereinafter described, is referred to herein as the "premises,"	)
Permanent Real Estate Index Number(s): 25-05-312-013-0000	
Address(es) of Real Estate: 9249 South Loomis, Chicago, Coo	k, 111'nois longing, at 3' rems, issues and profits thereof for so long and
TOGETHER with all improvements, tenements, ensuments, and appurtenances thereto be	longing, at \$2. rems, issues and profits thereof for so long and
TOGETHER with all improvements, tenements, ensements, and appartenances thereto be during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are psecondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and ventilation, including awnings, storm doors and windows. Roor coverings, inador beds, stoves and water heaters. Almortgaged premises whether physically attached thereto or not, and it is agreed that all buildings	preaged primary y so on a party with said real estate and not ton used to supply near, gas, water, light, power, refrigeration (without restricing the foregoing), screens; window shades, tof the foregoing are included and wereed to be a part of the
articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be par	rt of the mortgaged premiser
TO HAVE AND TO HOLD the premises dato the said Trustee, its or his successors and as the relia set forth, free from all rights and benefits under and by virtue of the Homestead Exempti Mortgagors do hereby expressly release and waive.  TIMOTHY J. TAYLOR AND WILLIE	on Laws of the State of Illicols. which said rights and benefits
This Trust Deed consists of two pages. The covenants, conditions and provisions specaring of	on page 2 (the reverse side of this Trus' (2) ed) are incorporated
herein by reference and hereby <i>are made a</i> part hereof the same as though they were here se successors and assigns.	t out in full and shall be binding on Morangers, their beirs,
Witness the hands and seals of Mortgagors the day and year first above written.	William Classell
PLEASE TIMOTHY . TAYLOR (Seal)	WILLIE C. TAYLOR (Scal)
PRINT OR TYPE NAME(S)	t the transmission of the property we have established a commental construction and property.
BELOW BIGNATURE(S) (Scal)	(Scal)
makes any	
in the State aforesaid, DO HEREBY CERTIFY that TIME	
unnued. W. M.	
Where 35 7,300 appeared before me this day in person, and acknowledged that	Ehtig signed, sealed and delivered the said instrument as
physically known to me to be the same persons	ses merein set forth, including the release and waiver of the
	19 90.
Commission expires 1:50 10233	Nogary Public
This instrument was prepared by Joyca Assalhorn - 94/3 S. Ashland.	

(ZIP CODE

- THE FOLLOWING ARE THE COVE AITS, OF WILLIAM PAIT OF THE TRAY I DEED WISCH THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH ICRM A PAIT OF THE TRUST DEED WISCH THERE JEGINS:

  1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or tebuild 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 tien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings now or at any time in process of effection upon said premises; (6) comply with all requirements of law or municipal ordinances with tespect 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. 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 dua, 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 motest, 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, 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 bulders of the note may, but need not, make any payment or perform any act hereinbefore required of Morigagora 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 tax as a 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 morigaged 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 as a with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or bulders of the note shall never be considered as a waiver of any right account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby accured making may payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement 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 uch item of Indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of ur, p-incipal 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 detail. Tall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness bareby stured 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 and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage (eb). It any sult to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures vio 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended liter entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sin ilar 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 it evidence to bidders at any sale which may be had pursuant to such decree the true come so much additional indebtedness secured hereby and immediately 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 (i) any action, suit or proceeding, including but not limited to probate and bankruptey secured; or (b) preparations for the commencement of any suit for the foreelessure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or p occeding that affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distribited 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; second, all other items which under the terms hereof constitute secured indebted new additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining the act; 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, whout notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then who 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 rents issues and profits of said premises during the pendency of such fereclosure suit and, in case of said and a efficiency, 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 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 such 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 decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a ficiency.
- 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 interpoint 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 time. Will occass 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 omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may a quire 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 majurity 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 lina 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER. THE NOTE SECURED BY THIS TRUST DEED	
HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE RUST DEED IS FILED FOR RECORD.	