90302540

The court of the c		,	-	40.40
THE TAXABLE STREET	RE, made June 22,	m 90		
	- GLADYS C. HARRISA/K/A G			
-	PAUL E. ROBINSON			
			DEPT-01 RECORD	INO \$13.0
9231 S.	Union Chicago, Illino (GITY)	(STATE)	1	934 96/25/99 15:44:99
	as "Mortgagors," and			- 70-302540
	ASHLAND STATE BANK		COOK COUNTY	
9443_S	Ashland Ave. Chicago 1. (City)	llinois 60620		* PRO \$6*07 \$ 107 \$61 \$
herein reterred to a to the legal holder herewith, executed	Achland Ave. Chicago. 1. O.AND STREET) as "Trustee," witnesseth: That Whereas Moof a principal promissory note, termed "Into by Mortgagors, made payable to become a rumise to pay the principal sum of	ortgagors are justly indebted tallment Note," of even date al delivered, in and by which IX THOUSAND FIVE H	The Above Space For Ashland State Bank UNDRED and 91/100	_
Dollars, and intere	st from June26, _1990	on the balance of principal rema-	ning from time to time unpaid at the	rate of .1.2 , QQ per cent
per annum, such pr	rincipal sum and interest to be payable in ins	tallments as follows: = TW	O HUNDRED SIXTEEN and	1.21/100
the 25th da	25ch day of July	aid note is fully paid, except tha	t the final payment of principal and .	interest, if not sooner roald.
shall be due on the to accrued and unputhe extent not paid	25th day of June 1999 and interest on the or period principal balance at when the to bear oner staffer the date for Ashland Sare Bank. Lay, from time to time, it writing appoint, withing unpaid thereon, toge her with accrues	23; all such payments on accour and the remainder to principal; to be payment thereof, at the rate of	it of the indebtedness evidenced by a he portion of each of said installment of 15 - 00 — per cent per annum, and	said note to be applied first is constituting principal, to id all such payments being
ease default shall oc and continue for the expiration of said d protest. NOW THERE	rear in the payment, when due, of my littain ree days in the performance of a yo be age three days, without notice), and have a part (FORE, to secure the payment of the saw pri	ment of principal or interest in a cement contained in this Trust I ses thereto severally wrive presi in spal sum of money and interes	cordance with the terms therent or leed (in which event election may be antment for payment—notice of dish t in accordance with the terms, provi	m case tierant sum occur made at any time after the onor, protest and notice of vious and limitations of the
above mentioned no also in consideratio WARRANT unto I situate, lying and be	ote and of this Trust Deed, and the performant of the sum of One Dollar in band pair, the Trustee, its or his successors and assign cing in theCity of Chica	nce of the covenants and agreen Coccipt whereof is hereby as G. Pe following described Real BO	ents herein contained, by the Mortg knowledged, Mortgagors by these Estate and all of their estate, right COOK AND STA	igors to be performed, and presents CONVEY AND title and interest therein, TE OF ILLINOIS, to wit:
North 40 ac Section 4,	the North 12 1/2 feet of eres of the South 95 acres Township 37 North, Range , 111inois.	of the West 110	acres of the SouthWes	st 1/4 of
		4 /2.	0020	2540
	perty hereinafter described, is referred to he		Sour.	
Permanent Real Es	state Index Number(s): 25-0	04-310-021-0000		illian a frigh in a constant of his at his party of the state of the s
Address(es) of Real	Estate: 9251 S. Union	Chicago, Illinois	(ook	Bill to Art Algorithm and processions with the history of the state of
during all such times secondarily), and all and air conditioning awnings, storm doo mortgaged premises articles hereafter place. TO HAVE AN herein set forth, free Mortgagors do here! The name of a recorthis Trust Deer	with all improvements, tenements, easements as Mortgagors may be entitled thereto (wh fixtures, apparatus, equipment or articles of (whether single units or centrally controlly as and windows, floor coverings, inadia be swhether physically attached thereto or not, aced in the premises by Mortgagors or their after the premises and the said Tree from all rights and benefits under and by viby expressly release and waive. Id owner is: Giadya C. Harris.	nich rents, issues and profits are naw or hereafter therein or there ed), and ventilation, including is, stoves and water heaters. At and it is agreed that all buildings successors or assigns shall be painted its or this successors and a little of the Homostend Exemption A/K/A Gladys C. Rottlons and provisions appearing of	pledged primar, and on a parity woon used to supply near, gas, water, (without restricing the foregoing), for the foregoing, are disclared and and additions and all strainers on the it of the mortgaged primines is given by the mortgaged primines on Laws of the State of Ill mais which has a market and the purposes and on Laws of the State of Ill mais which has a market and to find the purpose of the purpose o	ath said real estate and not light, power, refrigeration screens, window shades, agreed to be a part of the rapparatus, equipment or d upon the uses and trusts cheald rights and benefits 2011 Robinson 2012 Cosed) are incorporated
herein by reference successors and assign	und hereby are made a part hereof the sas	ne as though they were here se	out in full and shall be binding or	Mortgugora, their heirs,
PLEASE	GLADYS C. HARRIS A/K/A	(Seal)	Jack C. X	(Seul)
PRINT OR TYPE NAME(9) BELOW SIGNATURE(9)	Alkelyo C Ham &	•••	The state of the s	(Sent)
State of Illinois, Coy	in the State aforesaid, DO HEREBY ROB INSON MARRIED TO	Y CERTIFY thatGLADYS		DYS C.
MPRIESS STATE	personally known to me to be the appeared before me this day in personal results and volumerization from the personal results of homestead.	same person S whose name on, and acknowledged that t tary act, for the uses and purpo	B are subscribed to the light sold and deliver	te foregoing instrument, od the suid instrument as
	d and official seal, this 22nd	alayof	June	19 90
ammission expires	Margaret Parise	9443 S. Ashland	Avo. Chicago, Illir	IOLH 6062 Wary Public
his instrument was	prepared by	(NAME AND ADDRESS)		n e manazor rami . U gi arre na e e
fail this instrument	lo	mar ann an air an a	ng kanan in minemberga capakan ya maka di mini bertera tendapan kanan pada baka kanan kata kata kata baka ka	e de terrigio e producti de la pobleción de la conjunção de mongra
	(CIV)	and refer to the angle of the section of the sectio	(BTATE)	(SIE CONSC)
	OFFICE BOX NO. 364			

- THE FOLLOWING ARE THE GOVENANTS, CONDITIONS AND PROVISIONS DEFENED TO ON PAGE I (THE REVELSE SIDE OF THIS TRUST DEED) AND WHICH IGRMA PAIT OF THE TRUST DEED WHICH THER SEGINS:

 1. Mortgagors shall (1) keep slid planter in good condition and retain without white (1) 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 now or at any time in process of erection 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 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 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 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 the holders of the note to protect the mortgaged 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 and 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 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 bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the anidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders is the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal and 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 of fault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the nate 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 d.o. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures in 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, out ays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a lost entry of the decree; of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar cata and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit in the 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 be come so much additional indebtedness secured hereby and in necessary either as plaining, any action, suit or proceedings, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaining, any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaining, any action, suit or proceeding, including but not limited to probate and bankruptey secured; or (b) preparations for the commencement of any suit for landers are accusal of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed 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 less additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unprid; 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 De.d, 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 steen 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 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 statutory period for redemption, whether there be redemption or not, as well as during any further times then 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 aid 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 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 deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be at bject 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 and 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 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 to 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 includences 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 serson who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness processes trustee that all indebtedness trustee has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee, not successor trustee, and successor trustee, and successor trustee may accept as the genuine note herein described any not which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the describing 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.

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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.

The Installment Note mentioned in the within Trust Deed has been									
identified herewith under Identification No.									