OR RECORDER'S OFFICE BOX NO. .....

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher not the sever of this tord impage are warrants with respect thereto, including any earrants of merchantaburs or thress for a particular publication. THIS INDENTURE, made July 26. 90 90370277 between George J. Novak and Mary J. Novak, his 9520 S. Mayfield, Oak Lawn, IL. 60453
MO AND STREET: OUTV St. berein reterred to as "Mortgagots," and Cak Lawn National Bank 9400 S. Cicero Avenue, Dak Lawn, IL. 60453 herein referred to as "Instee," witnesseth. That Whereas Mortgagors are justly indefined to the legal by identifying a principal promissors note, record "Installment Note," of even date herewith, executed by Mortgagors, made passable to fleare sand deligned by Sand 15% hundred eighty—nine and 12/100-----Declared the 15th day of each and feeling month thereafter until sand news stable pand, except that the final payment of principal and interest in now one paid shall be due on the 15th day of JULY 195 all such payments on account of the indebtedness evidence of his said note to be appredicted to accound and unpaid interest on the unpostprincipal binance and the remainder to principal its parts of of each of said model interests or a country principal into extent now paid when here is not not principal binance and the remainder to principal its parts of of each of said model interests of a country principal binance and the remainder to principal its parts of of each of said model interests of an account of the note may, it in time to time, it wis interest to pay not be interested and without notice, the principal sain remaining any paid thereon, there is not sufficient to principal sain remaining any paid thereon, there is not sufficient to principal sain remaining any paid thereon, there is not sufficient to principal sain remaining any paid thereon, there is no with all become at once due and passable, at the place of payment at the case details shall occur and continue to it three days in the payment, when due, of any intelligence in accordance with the terms therefore in in case details shall occur and continue to it three days in the performance of any intelligence in accordance with the terms therefore in in case details shall occur and continue to it three days, without notice, and the appreciation of sold three days, without notice, and the appreciation of money and interest in accordance with the terms, provised and models of protests.

\*\*SAW\*\*\* THE REFERRED to send the payment of the saulous incomes and interest in accordance with the terms, provise and intent into souther Lot 30 in Shady Oaks subdivision of part of the NorthEast 1/4 of section 8, township 37 North, range 13, East of the Third Principal Meridian, in Cook County, Illinois which, with the property bereinatter described, is referred to berein as the "premises, 24-08-224-008-1011 Permanent Real Estate Index Number(s): 9520 S. Mayfield, Dak Lawn, I. 60453 Addressies of Real Estate. TOWATHER with all improvements, tenements, easements, and apparticulates therefore a gang, and all rents, owes and productine could during all such times as Mortgagors may be entitled thereto. Anotherents, issues and profits are pleaged premary over doin a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein of thereto a secund volyphone at gas, water, lightly power, retringeration and air conditioning twhether single units or centrally controlled, and ventilation, including (without restrict in the foregoing), screens, which is visually awarded when a most secund with the foregoing are included and agreed to be a part of the mortgaged premises whether physically attached therefore the display and additions and additions and all or him apparatus, equipment of articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, not the pure ones, and up on the uses and trusts berein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illicois. Aboth said rights and benefits Mortgagors do hereby expressly release and waive

The name of a record owner is: George J. Novak and Mary J. Novak, his wife. This Trust Deed consists of two pages. The cuvenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated erein 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 Morragoes, their heirs, recessors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. George J. Novak PLEASE PRINT OF PELOW Mary J. Novak SCHAT: WES. in the State alogosaid, END HEREBY CERRIFY that George J. Novak and Mary J. Novak, his wife. State of Illineas, County of ... Fernandly known to me to be the same person ...S\_ whose name S\_ \_\_\_\_ are \_\_\_ subscribed to the foregoing instrument. WPRESS SEAL appeared before me this day in person, and acknowledged that \_\_th\_ey signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. MARISA F. SUPCOST

Notary Public. State of Bhasis

Ma Commission Expine 7/3/91 Given under my hand and official scal, this \_\_\_\_\_ 26th in the public in the second This instrument was prepared by Dianne Townsend NAME AND ADDRESS: Oak Lawn National Bank Mail this instrument to 9400 S. Cicero Avenue, Oak Lawn, IL. 60453 ZP CODE CITY STATE

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- THE FOLLOWING ARE THE COVENANTS CONDITIONS AND PROVISIONS REFERED TO OS PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WILLY FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

  1. Mortgagors shell-(1) keep all premises it god conduited and reclin-without was. (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 liens or liens in favor of the United States or other liens or claims for lien and 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 hereod, 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 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 alternations 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 feep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightening and windstorm under policies providing for payment by the insutance 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 affected 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 context 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 moneys advanced by Trustee or the holders of the note to protect the mortgagod premises and the lien hereof, glus 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 across 45 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay raci item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. 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 priorinal 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby second shall become due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note or Trustes shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of filinois for the enforcement of a mortgage (ch). In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendentles as a expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attempts? fees, Trustee's feer, appealser's fees, or may for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended rate entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and sin itan data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such said to it builders 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 use whether had the reason to the rate of none per cont per anoun, when read or incurred by Trustee or holders of the note in connection vial lab have action, suit or proceeding, including but not limited to probate and bank rupte. come so much administrations secured nergy and more percent of the note in connection value of more percent per anomin, when paid or incurred by Trustee or holders of the note in connection value and payance, with interest thereon at the fate of nine percent per anomin, when proceedings, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as \$\phi\_{in} x\_i lifetiment or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for \( a \) is indeclinate hereof after across of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or preparations which might affect the premises or the security hereof, 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 proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebing areas additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining as poid; fourth, any overplus to Mortgagors, their heirs, legal representatives for assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust will defer 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 fine value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereuseder 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 when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers what it may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of last 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 a 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 \( \text{Trustre} \) be obligated to record this \( \text{Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable \( \text{ir} \), my 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 hereof 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 such successor trustee may accept as the gentine 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 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 Taut. 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.

identified herewith under Identification No.
Trutiee