## FORM NO. 206 Fibring 1985 Title Title Dittlimas) For Use With the Frr 144 (Monthly Payments Including Interest)

## 90392221

THIS INDENTURE.	.7117	LY 2,	90	
JESSE	.made E <b>FRANKLIN, SR</b> .	& LOUISE FRU		DEPT-61 RECORDING \$13
	dute			THORSE TRAN 5257 08/13/90 11 43 0
husband and				#9584 #11 #~90 ~39222
	I PARNELL - CHI NO STREET) 'Mongagory," and THE		0628	CROK COUNTY PRECONDER
herem referred to av"	Mortgagory," and Trie	UISTRICT NAT	TONYT BYNK	
of chicago,	, A National Ba	anking Associa	tion	
1110 WEST 3	35th STREET -	CHICAGO, IL.	60609	
(NO A)	NO STREET)	(CITY)	(STATE)	
herein referred to as " to the legal holder of a	"Unistee," withesseth Ti i principal promissory no	hat Whereus Mortgago te, termest "Installmen	ri are justly indebted t Note," of even date	The Above Space For Recorder's Use Only ORED NINETY EIGHT 6 20/00(\$10,798.20)
note Mortgagors pron	nise to pay the principal s	WELLOUS ALL LINE	AD REAKN, HOW	RED NINETY EIGHT & 20/00(\$10,798.20)
DOMESTATION	iem graphraemen	it date on the h	ulance of principal re	maining from time to time unpaid at the rate of 12.52 per cent. HUNDRED SEVENTY NINE 6 97/00(\$179.97)
Dollars on the 15t	th aver August	1090 and	NE HUNDRED	EVENTY NINE & 97/00 (\$179.97) Dollarson
the 15th day of	feach and every month t	hereafter until said note	e is fully paid, except	that the final payment of principal and interest, if not sooner paid, 🥏
shall be due on the 11 to accrued and unpaid	interescourse, making pr	incipili balance and the	remainder to principi	ount of the indebtedness evidenced by said note to be applied first if; the portion of each of said installinents constituting principal, to
	rest due, to be at increst Programme DT ender	after the date for paym P. NATIONAL BAN	ent thereof, at the ra	te of 12.52, per cont per annum, and all such payments being
made payable at holder of the note may	from time to time or we	arma annount, which has	to touther mensulas th	or at such other hands at the legal
principal sum remains	ng unpuid thereon, bizeti	her with accrued intere-	st thereon, shall been	me at once due and payable, at the place of payment aforesaid, in a accordance with the terms thereof or in case default shall occur
and continue for three expiration of said three	days in the performance of days, without notice), a	te is any distillment of Composition agreement and dravall parties ther	contained in this I ru eto severally waive p	at Deed (in which event election may be made at any time after the resentenction of the sent election of the sent
protest. NOW THEREFO	DRIF, to secure the payme	ent of the land relacipal s	ount of money and inte	rest in accordance with the terms, provisions and limitations of the
always mentioned note	and of this I mist Deed a	ad the medation are eaft	he consensults and age	ements herein contained, by the Mortgagurs to be performed, and yacknowledged, Mortgagors by these presents CONVEY AND each Estate and all of their estate, right, title and interest therein, the COOK AND STATE OF HILLINGIS, rought
situate, lying and being	gin the CITY C	OF CHICAGO	COUNTY	OF COOK AND STATE OF ILL INOIS TO wire
LOT 16 AND TI	IE NORTH 1/2 OF	LOT 27 18 P	OCK I IN THE	RESUBDIVISION OF LOASTATION HOUSE, to with
	The state of the s	The state of the s		AND LOTS 1 TO 10 IN BLOCK 3, TOGETHER
				THE ORIGINAL SOUTH 1/2 OF BLOCK 2 ST THROUGH THE NORTH 1/2 OF ORIGINAL
				PULLMAN, BEING A SUBDIVISION OF THE
				OF SECTION 21, TOWNSHIP 37 NORTH,
				COOK COUNTY, ILLINOIS.
which, with the prope-	rty horematter described	, is referred to herein as	s the "premises."	90392221
• •	e Index Number(s):	25-21-	324-011	
Permanent Real Estat	te Index Number(s):			HI 'AGO ILLINOIS
Permanent Real Estat Address(es) of Real Es	state:	11731 SOUTI	PARNELL - C	HI AGO, ILLINOIS
Permanent Real Estat Address(es) of Real Estat TOGETHER with during all such times as secondarily), and all to and air conditioning (i) awnings, storm downs, mortgaged premises wh articles hereafter place TO HAVE AND herem set forth, free fr Mortgagors do hereby	state:  h all improvements, teners Stortgagors may be ent stures, apparatus, equipp whether single units or cand windows, thor could hether physically attached the premises by Mor FO HOLD the premises to mall rights and benefit expressly release and wa	11731 SOUTE ments, easements, and ided thereto (which rem ment or articles may or entrally controlled), ar- ings, mador beds, stoy d thereto or not, and it is tiggors or then success unto the sand Trustee, sunder and by virtue of	i PARNETLL — Cappurtenances thereints, issues and profits hereafter therein or it of ventilation, includes and water heaters sugreed that all buildings or assigns shall be its or his successors at the Homestead Exer	
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THE DISTRICT NATIONAL BANK OF CHICAGO

1110 WEST 35th STREET - CHICAGO, IL. 60609

(STATE) (ZIP CODE)

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

Mail this instrument to

- THE FOLLOWING ARE THE COVINNIE, CONDITIONS (THE REVERSE SIDE OF THIS TRUST DEED) AND WHILL VIEW FARFOI HE TRUST DEED WHICH THERE BEGINS:

  1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, testore, 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 building 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 taw 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 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 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 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 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 mortgaged premises and the ben 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 a thinterest thereon at the rate of nine percentific administration to the note shall never be considered as a waiver of any right accrubing 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 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 each tem of indebtedness berein mentioned, both principal and interest, when due according to the terms bereof. At the election of the holders of the conceptal 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 default at all occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.
- 7. When the indebtedness hereby secured 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 be acceleration or otherwise, holders of the note or Trustee shall be acceleration or otherwise, holders of the note or Trustee shall be acceleration or all linois for the enforcement of a mortgage dibt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for alterneys' fees, Trustee's fees, appraiser's fees, outlays for discomentary and expert exidence, stenographers' charges publication costs and costs (which may be estimated as to items to be expended a ter entry of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee 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 either to prosecute such suit or to exchange to bidders at any sale which risks 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 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 'a) any action, suit or proceeding, to which either of them shall be a party, either as plant, and calculated any action, but of the foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.
- B. The proceeds of any foreclosure sale of the premises shall be dist incled and applied in the following order of priorits. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph bereof, see ond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining surplie; fourth, any overplus to Mortgagors, then hens, 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, without 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. 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 r sale and a deficiency, 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 projection, possession, control, management and operation of the premises during the whole of said neriod. 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 hen which may be or beginner in 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 unject 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 permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust e 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 was 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 indefitedness 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 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 has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine and 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, THE DISTRICT NAT'L. BANK OF CHICAGO 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 Tiusi Deed.

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.

The Installment Note, mentioned in the within Trust Deed has been 426260-6 40 identified herewith under Identification No.

THE DISTRICT NATIONAL BANK OF CHICAGO

Trustee WALTER HAWRYSZ, Exec Fice Pres.