A wall to be in the co

(Monthly Payments Including Interest)

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THIS INDENTURE, Made September 29 10 90	00.000000
between Louise Brown	91466844
11629 South Normal	
Chicago, IL 60628	
herein referred to as "Mortgagors," and Gene B. Norman & Joseph	
Vitulli dba Top Line Company	
2130 North Cicero, Chicago, IL 60539 NO RIDSTREET: CITY, STATE	
herein referred to as "Trustee," witnesseth. That Whereas Mortgagors are usity machine to the legal boider of a principal promissory note, termedXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ning from time to time unpard at the rate of the for cent
Dollars on the 21 day of each at 0 month the realite and is such as the 21 day of each at 0 month the realite and such as the part of each at 0 month the realite and such as the part of each at 0 months the realite and such as the part of each at 0 months the realite and the part of each at 0 months and 1 months a	and 63/190 Dellars on the hour promoted depression and other standard senior paid.
<ul> <li>to accrued and unpaid interest on the care id principal balance and the remainder to principle, the extent not paid when due, to bear in the extent the date for payment thereof, or the rate in</li> </ul>	1. 50 per cent per annum, and all such payments being
made payable at 2130. N. CICETO AVE., Chicago, IL 51 holder of the note may, from time to time, if a plag appoint, which more bufful river of destinating principal sum remaining appared thereon, to getter with accrued interest thereor, shall become case default shall occur in the payment, when due, coard installment of principal sum remained for three days in the particulate of a voir pragreement of the countries that I expiration of said three days, without notice, and that all parties theretoes come warse project.	the election of the legach inder increst and without notice, the at once due and pushine, at the place of payment aforesaid, in a common with the temperature or more left of the Coxest of the control of the control of the coxest of the co
NOW THEREFORE, to secure the payment of the sall principal sums to homes a stancered above mentioned note and of this Trust Deed, and the perform inscribing the overait is and agreemation in consideration of the sum of One Dollar in hand paid, the eccept whereof is hereby a WARRANT unto the Trustee, its or his successors and assign to a videous described Read situate, lying and being in the "City of Chicago". COUNTY OF	ents herein contained, by the Mortgagots to be performed, and itsnowledged. Mortgagots by these presents CONVEY AND
Lot 30 (except the North 9 Feet and the Sout Joseph W. Wayne's Addition to Pullman, being of the Northeast Quarter of the South est 1/North, Range 14, East of the Third principal Illinois.	a Subdivision of the East hal 4 of Section 21, Township 37 Meridian, in Cook County,
· //	04 466844
which, with the property hereinatter described, is referred to herein as the open associ	91466844
which, with the property bereinatter described, is referred to betein as the intervises.  Permanent Real Estate Index Number(s): 25-21-315-011	9 <u>1</u> 4000
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August Jette Pekertek 2130 N. Cicero Avenue, Chicago, IL 60639 ....91

This instrument was propuler by Joette Pekovitch, 2130 N. AME AND ADDRESS Top Line Company Mail this assembly to

OR RECORDER'S OFFICE BOX NO. . . .

2130 North Cicero Avenue, Chicago, IL

## THE FOLLOWING ARE THE COVENEYS, COXDITIONS AND PROVISIONS REFERRED DO AN PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH CORD PART OF THE PROVIDED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (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 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 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 Morigagors 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 as do the note shall never be considered as a waiver of any tight accurate or 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, sta criminal or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid so 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 of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed distinctivithstanding anything in the principal note or in this Trust Deed to the contrary, become due and possible when default shall occur and continue for three days in the performance of any other agreement of the Mortgag, herein contained.
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration 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 law of Illinois for the enforcement of a mortigage leb. It any suit to foreclose the lien hereof, there shall be allowed and included as additional in debtedness in the decree for sale all expenditures; ad expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys; fees, appraiser's fees, outlays so documentary and expert evidence, stenographers' charges, publication costs and soil (which may be estimated as to items to be expended, fiter intry of the decree) of procuring all such abstracts of title, title searches 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 trievidence to bidders at any sale which may be had pursuant to such decree the true come so much additional indebtedness secured hereby and immediately one and payable, with interest thereon at the rate of nine per cent per annum, which are not of the interior of the note in connection with a party cither as plain or it claimant or defendant, by reason of this Trust Deed or any indebtedness here secured; or (b) preparations for the commencement of any suit for the toreous which either of them shall be a party, either as plain or it claims and expenses of the nature in this paragraph mentioned shall resecuted; or (c) preparations for the commencement of any suit for the toreous which either of them shall be a party, either as plain or it claims and expenses of the nature in this paragraph.
- 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 bereof; second, all other items which under the terms hereof constitute secured indebted here additional to that evidenced by the note hereby secured, withinterest thereon as herein provided; third, all principal and interest remaining through fourth, any overplus to Morigagois, 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 Died the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after sale, wonout notice, without regard to the solvency of mortgagors at the time of application for such receiver and without regard to the then your of the premises or whether the same shall be there occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the remises and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statuters period for redemption, whether there be redemption or not, as well as during any further time view. Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases the protection, possession, control, management and operation of the promises during the whole of some receiver to apply the net income in his hands in payment in whole of in part of: (1) The indebtedness secured hereby, we say decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or before superior to the lien hereof or of decree, provided such application is made prior to foreclosure sale; (2) the deciency in case of a sale and inficiency.
- 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 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 time; and weeks 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 by 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 pross negligence or misconduct or that of the agents or employees of Trustee, and he was 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 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 trustees were as a certificate of identification purporting to be executed by a prior trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting 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.					
Trustoe					