GEORGE E. COLE

## Form Marie 1 GGPY 2 3 TRUST DEEL ILLINGIS) For Use With Note Form 1448

/ Manua way manung	w before using or acting under this form. Neither the spect thereto, including any warranty of merchantable.	my or remode for a partitional purpose.			
THIS INDENTURE	F made March l	19 90	. DE	T-01 RECORDING	9
Securi	n Services, Inc., an I		' · · · · · · · · · · · · · · · · · · ·	5555 TRAN 5049 1: 2533 4 E * 9	2/19/91 11:27 <b>1-668 1</b> :
Profit Corp		A dis dis 8 have also were the second of the		COOK COUNTY RECO	
6223 W. Ogd	The second secon	10TATE	-		
herein referred to as	"Mortgagors," and Ann Follin	Lucero and			
	Davidson, as Guardian 11 Street, P.O. Box 1703		- I	9166812	3
(NO. A	AND STREET) (CIT'	Y) (STATE) Mortengors are justly indebted	The A	bove Space For Recorder's	
to the legal holder of herewith, executed b note Mortgagors pro	f a principal promissory note, termed "Ir by Mortgagors, made payable to Bearer, mise to pay the principal sum of EIG	nstallment Note," of even date and delivered in and by which ILY CHOUSANG SIX	hundred forty	(\$80,640.00) -	
Dollars Kolton Kolto	W	KKKKKKKKKKKKKKKKK	<i>፞፠፠፠</i> ፠፠፠፠፠፠፠፠	<i>የኢኢ</i> ኢኢዚ <u>ጵ ዘ</u> ፠ ሂ <del>ሄ</del> ኢሂኢ	<u> </u>
Dollars on the!\$	t day of March 19 90	and Six nundred	sevency two (	30/2.00/	Dollars on
the lat day	of each and ever month thereafter unti-	I said note is fully paid, excep-	that the final payment	of principal and interest, if	not sooner paid,
shall be due on the to accrued and unpui	1st day of February A	e and the remainder to princip	zount of the indenession; the portion of each (	iss evidenced by said in tell. If said installments constitu	o ne applied that ting principal, to
the extent not paid w	then due, to bear intere wafter the date	for payment thereof, at the r	ate of per ce	nt per annum, and all such	payments being
made payable at S.	when due, to bear intered, after the date ignet_Bank/Mart/1 and, 7 iy, from time to time, by atting appoint,	St. Paul St., r., which note further provides t	ont at the election of the	Ba of all such other pleased holder thereof and w	lace as the legal ithout notice, the
and continue for thre	ing anjust the term, together set action in the payment, when due, if a yill save the days in the performance of any other agree days, without notice), and that all prove days, without notice), and that all prove days.	greement contained in this Tr	st Deed (in which even	t election may be made at a	my time after the
expiration of said thr	ree days, without notice), and that all pr	es inereto severally waive j	oresenunent for payme	nt, notice of distionor, prof	iest and notice of
NOW THEREF	ORE, to secure the payment of the said to and of this Trust Deed, and the perform	orincipal sum of money and in make of the covenants and ag	erest in accordance with rements herein contain	i the terms, provisions and led. by the Mortgagors to be	limitations of the e performed, and
also in consideration	of the sum of One Dollar in hand paid to Trustee, its or his successors and assis	i, he receipt whereof is here	oy acknowledged, Mor	tgagors by these presents their estate, right, title and	CONVEY AND
situate, lying and being		COUNTY		AND STATE OF IL	
		1			
LOT 3	32 IN BIEFIELD'S ADDITI		ELAND, BEING	THE SOUTH 20	
ACRES	S OF THE SOUTHWEST 1.	/4 OF THE SOUTH	West 1/4 of	SECTION 17,	
	SHIP 39 NORTH, RANGE 13	, EAST OF THE THE	RD PRINCIPAL	MERIDIAN, IN	
COOK	COUNTY, ILLINOIS.	4/	)		*
			71.	9166812	3
which, with the prop	erty hereinafter described, is referred to			200	
Permanent Real Esti	ate Index Number(s): 16-17-	327-015	(_)		
Address(es) of Real I	Estate: 1178 Harvey, Oak	Park, Illinois			
	ith all improvements, tenements, easeme		· tobosaina andreje	and profits there	Craco long and
secondarily), and all ( and air conditioning awnings, storm doors mortgaged premises v articles hereafter place	as Mortgagors may be entitled thereto ( fixtures, apparatus, equipment or article (whether single units or centrally contr s and windows, floor coverings, inador the whether physically attached thereto or used in the premises by Mortgagors or the DTO HOLD the premises unto the said	es now or hereafter therein or rolled), and ventilation, inclu- beds, stoves and water heater of, and it is agreed that all build	thereon used to supply ding (without restrictin s. All of the foregoing dings and additions and be part of the mortgaged	heat, gas, water, light, pow gate foregoing), screens, a.e leclared and agreed to all simils, or other apparate I premies.	ver, retrigeration window shades, o be a part of the us, equipment or
Mortgagors do hereby The name of a record	from all rights and benefits under and by y expressly release and waive.  Lowner is: Ann Follin Lucero	Trustee, its or his successors a yvirtue of the Homestead Exco.  O & Leotine G. Da	emption Laws of the Statevidson, as Gu	ardian roc Pere	k Davidson
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## THE FOLLOWING ARE THE COVERANTS, COUNTINGS AND PROVISIONS REFERRED TO OF PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH CORM A PAIT OF THE FOST DEED WHICH FERE 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 or 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 acc unity 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 walking of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay cach from 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 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 shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and excenses 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, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar that 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 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 lue 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 which is any action, suit or proceeding, including but not limited to probate and bankruptcy-proceedings, to which either of them shall be a party, either as plaint If, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the for answer hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding 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 dis ributed 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 as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 Dec. 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 rotice, 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 cas. If 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. In mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which here 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 1s 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 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. 1.10 acress 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 equire 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 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 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	PROTE	CTION OF	BOTH T	HE BORR	OWER AND
					UST DEED
SHOULD I	BE IDEN	TIFIED B	Y THE TR	USTEE, BI	efore the
TRUST DE	ED IS F	TILED FOR	RECORD	)_	

identified herewith u	nder Identification	No	
	Trustee		

The Installment Note mentioned in the within Trust Deed has been