Commission expires _____3 -__ &

OR RECORDER'S OFFICE BOX NO

This instrument was prepared by

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For Use With Note Form 1448 (Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular #33. THIS INDENTURE, made April 23, 19	26
April 23 91	PH 2:10
Barry & Frieson divorced not since	***************************************
Detween	91193469
remarried.	93460
9339 S. 51st Avenue, Oak Lawn, IL. 60453 (NO. AND STREET) (CITY) (STATE)	9
herein referred to as "Mortgagors," and	
Oak Lawn National Bank	
9400 S. Cicero Avenue, Oak Lawn, IL. 60453 (NO. AND STREET) (CITY) (STATE)	
(NO. AND STREET) (OITY) (STATE) herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted	The Above Space For Recorder's Use Only
to the best holder of a principal aromissory note. Jerned "Installment Note." Of eyen date	
nerewith, executed by Mortragors, made payable to Hearer and self-yeted in and by which note Mortgagors promise 1/9, with principal sum of	and no/100
Dollars, and interest from APP11 23, 1991 on the balance of principal remover annum, such principal such and interest to be payable in installments as follows: ODB	aining from time to time unpaid at the rate of 10.50 per cen
Dollars on the 15th. day o May	xty-one and 63/100 Dollars or
	the second of th
the 15th day of each and every month thereafter until said note is fully paid, except the shall be due on the 15th day of 1911 2001; all such payments on according to accrued and unpaid interest on the unosad principal balance and the remainder to principal; the extent not paid when the good bear interest after the date for payment thereof, at the rate made payable at 9400 S. CICET AVANUE, Oak Lawn, IL. 6045	int of the indebtedness evidenced by said note to be applied first the partion of each of said installments constituting principal, to
the extent not paid when the a to bear interest after the date for payment thereof, at the gaig	of 12.50 per cent per annum, and all such payments being
made payable at 9400 S. Cicero Avenue, Oak Lawn, 1L. 6045	or at such other place us the legal
made payable at 9400 S. CIGBT (Venue, Oak Lawn, IL. 6045) holder of the note may, from time to time, in a suppoint, which note further provides that principal sum remaining unpaid thereon, together who accrued interest thereon, shall become asse default shall occur in the payment, when due, on any in all ment of principal or interest in and continue for three days in the performance of any other agreement contained in this Trust expiration of said three days, without notice), and that all prints thereto severally waive presented.	e at once due and payable, at the place of payment aforesaid, it
rase default shall occur in the payment, when due, of any 10 statiment of principal of interest in and continue for three days in the performance of any of teragreement contained in this Trust	Deed (in which event election may be made at any time after the
expiration of said three days, without notice), and that all parties thereto severally waive pre- protest.	sentment for payment, notice of dishonor, protest and notice o
NOW THEREFORE, to secure the payment of the said orincipal sum of money and inter above mentioned note and of this Trust Deed, and the performance of the covenants and agree also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby WARRANT unto the Trustee, its or his successors and assigns, the following described Re	est in accordance with the terms, provisions and limitations of the ments herein contained, by the Mortgagors to be performed, and
also in consideration of the sum of One Dollar in hand paid, the eccipt whereof is hereby	acknowledged, Mortgagors by these presents CONVEY AND
situate, lying and being in the Village of Oak Law. COUNTY O	F Cook AND STATE OF ILLINOIS, to with
Lots 28, 29, 30 and 31 in block 2 in Marr's su	
of the West half of the East half of the West	half of the SouthEast quarter
of Section 4. Township 37 North, Range 13 Eas	t of the Third Principal
Meridian, in Cook County, Illinois.	119
which, with the property hereinafter described, is referred to herein as the "premises,"	
Permanent Real Estate Index Number(s): 24-04-413-015,016	,017-0000
Address(es) of Real Estate: 9339 S. 51st Avenue, Oak Law	
TOGETHER with all improvements, tenements, easements, and appurtenances thereto during all such times as Mortgagors may be entitled thereto (which rents, issues and profits a secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the and air conditioning (whether single units or centrally controlled), and ventilation, including	belonging, and a". rer.s, issues and profits thereof for so long and re pledged primaril: and on a parity with said real estate and no
secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the	ereon used to supply hear, gas, water, light, power, refrigeration is (without restricting the foregoing), screens, window shades
awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters, mortgaged premises whether physically attached thereto or not, and it is agreed that all buildin	An of the foregoing alle deciared and agreed to be a part of the
articles begin for placed in the premises by Mortengors or their successors or assigns shall be t	part of the mortgaged premires.
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and herein set forth, free from all rights and benefits under and by virtue of the Homestead Exem	russigns, forever, for the purpose 1, 1.30 upon the uses and trusti ption Laws of the State of Illinois wo'll said rights and benefits
Mortgagors do hereby expressly release and waive. The name of a record owner is: Barry G. Ericson, divorced not	since remarried.
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing the reference and hereby are made a part hereof the same as though they were here	a an agge 2 (the reverse kide of this Trust Dend) are incornarated
successors and assigns.	O O =
Witness the hands and seals of Mortgagors the day and year first above written.	Course Crusin (Seal)
PLEASE (Seat)	Barry G. Ericson (Seal)
PAINT OR TYPE NAME(S)	
BELOW SIGNATURE(S) (Scal)	(Scal)
MAIN OTTE(A)	
state of Illinois, County ofss.,	I, the undersigned, a Notary Public in and for said County y G. Ericson, divorced not since
remarried	
MPRESERFIC JAL SEAL marrounds to me to be the same person whose me	mesubscribed to the foregoing instrument.
HEHE appeared before me this day in person, and acknowledged that	h_B signed, sealed and delivered the said instrument as
Notary free and voluntary act, for the uses and put My Compaison a Explose of rightof homestead.	poses therein set forth, including the release and waiver of the
Fiven under my hand and official seal, this 23rd day of	April 1991

Oak Lawn,

IL. 60453 (STATE)

(ZIP CODE)

Dianne Townsend

Dak Lawn National Bank 9400 S. Cicero Avenue, Oak Lawn (CITY)

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED 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 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 auth-rized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and the 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 accruising to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the bolices of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state her to restimate 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 each lum 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 of the principal of 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 and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expanses 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, outlated 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 are 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 condition of the title to or the value of the premises. In addition all cape and expenses of the nature in this paragraph mentioned shall become 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) are action, suit or proceedings, to which either of them shall be a party, either as plaintiff claim and or defendant, by reason of this Trust Deced or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or the edition might affect the premises or the security hereof, whether or not actually commenced: or (c) preparations for the defense of any threatened suit or the edition 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 an such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness of ditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining uspend 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 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the valur 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 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 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 said 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 any authorized 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 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.
- 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 Truster 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 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 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.

identified herewit

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

FOR	THE	PRO	rectio	N OF	BOTH	THE	BORF	OWER	AND
LEN	DER,	THE	NOTE	SECU	RED	BY TH	HS T	RUST I	DEED
							ree, e	BEFORE	THE
TDIIC	T DE	CD II	e cu er) EUD	$\mathbf{p} \mathbf{E} \mathbf{C} \mathbf{C}$	D D			

h	under	Identifica	ation	No.	 	 	