(Monthly Payments Including Interest)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and filmiss, are excluded.

91235592

| | adeApril_20 | |
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| | n D. Felde and | DEPT-01 RECORDING \$13. |
| | ricia K. Felde, his wife | T#8888 TRAN 9988 05/17/91 11:28:00 |
| 633 (NO AND Incrementation to as 1 Mic | O W. Berenice, Chicago, Illinois (STATE) organors," and | COOK COUNTY RECORDER |
| | st National Bank of Des Plaines | |
| 701 | Lee Street, Des Plaines, IL. 60016 | · |
| Thousan retenant to a Self- | using 2 a mossible That Whereas Mortgagors are justly indebted. | The Above Space For Recorder's Use Only |
| herewith, executed by Mi- note Mortgagors promise Dathers, indipotent from | one pad promissory note, termed "Installment Note", "of even date ortgagers, made payable to TSXHXr and delivered, mand by which to buy the principal sum ofTwenty Five ThoApril_20, _1991vm the balance of principal remains. | usand and NO/100*** |
| per annum, such principal Dollars on the 20th _ the 20th day of ea | d sum and interest to be payable in installments as follows: dayor April | Thirty Four and 25/100*** Dollarson to be true payment of principal and interest, it not sooner paid. |
| shall be due on the20 to accrued and unpaid int | Oth day of April | tot the indebtedness evidenced by said note to be applied first מאאפואומאן אארואאאאאאאמאאמאליגאאאאאאאאאאאאאאאאאאאאאאאאא |
| HKYCKHKKYCCCGKKKYWHKW | ХИССКИН КИСТЕННИКИМИНИКИ КИСТОРИНИКИХИН УЛЕ, ПОДРОЖНИКИМУЗИНУ | кососохххххржкияюрскинком, and all such payments being |
| principal sum remaining a case default shall occur in and continue for three day expiration of said three di- protest. | First National Bank of Des Plaines om time to time, in wir by appoint, which note turther provides that a impaid therein, toge mer with accrued interest therein, shall become the payment, when due, of any installment of principal or interest in a cs in the performance of any object agreement contained in this Trust East, without notice), and that all parties thereto severally waive present and that all parties thereto severally waive present. | at once the ant payable, at the place of payment attressing, in geordance with the terms thereof or in case default shall occur beed (in which event election may be made at any time after the intiment for payment, notice of dishonor, protest and notice of |
| NOW FHEREFORI above mentioned note an also in consideration of it WARRANT unto the Tr | to secure the payment of the said orino palsum of money and entered of this Trust Deed, and the performing of the covenants and agreem he sum of One Dollar in hand paid, the repit whereof is hereby actuated, its on his successors and assigns of a moving described Real the City of ChicagoCOUNTY OF | ears herein contained, by the Mortpagors to be performed, and sknowledged. Mortgagors by these presents CONVEY AND Estate and all of their estate, right, title and interest therein, COOK |
| Made payable to Permanent Real | o: The First National Bank of Des Plaino Estate Tax ID #: 13-20-105-078-9000 ss: 6330 W. Berenice, Chicago Illinois | es, 701 Lee St., Des Plaines, 1L 60016 |
| West 1/2 of the | t l in Linscott's Ridgeland Avenue Subdi Northwest 1/4 of Section 20, Township Meridian, in Cook County, Illinois. | vision of the South 3/4 of the 40 North, Range 13, East of the |
| any of the afor the scheduled p which, with the property h TOGETHER with all during all such times as M secondarily), and all fixtur and air conditioning (who awnings, storm doors and mortgaged premise such atticles hereafter placed in | of the final instalment, interest shall ementioned scheduled monthly payments a cayment date, a late charge of \$5.00 wil intermitted described is referred to herein as the "premises." Improvements, tenements, easements, and appurtenances thereto be ortgagors may be entitled thereto twinch rents, issues and profus are ress, sequences consequences may be entitled thereto in which rents, issues and profus are ress, sequences may be entitled thereto in which rents, issues and profus are ress, sequences may be controlled; and ventulation, including windows, thou coverings, inador beds, stoves and water heaters. Also promises by Mortgagors or their successors or assums shall be at the HOLD the premises but the said Insidee, its or his successors and as | re basil due beyond ten days from 1 be arsessed. longing, and tricts issues and profits thereof for so long and predged primataly and on a parity with said real estate and not on used to supply a tatigas, water, light, power, refrigeration (without restricting the foregoing), screens, window shades, 1 or the toregoing are dictared and agreed to be a part of the and additions and all small or other apparatus, equipment of tot the mortgaged premise. |
| herein set forth, free from Mortgagors do hereby exp The name of a record own | all rights and benefits under and by virtue of the Homestead Exemptions sity release and waive. Alan D. Felde and Patric errs: | ia K. Felde, his wife |
| This Trust Deed consi herein by reference and h successors and assigns. | sts of two pages. The covenants, conditions and provisions appearing o ereby are made a part hereof the same as though they were here se | n page 2 (the reverse side of this Trust Decd) are incorporated tout in full and shall be binding on Nortiga ors, their beirs, |
| | Seals of Morigagors the day and year first above written. (Seal) Alan D. Felde | Patricia X Felde (Seat) |
| PLEASE PRINT OFF | | Patricia K. Felde(Scal) |
| | | |
| State of Himors, County of | Cook | (his wile) |
| MPHESS SEAL HERE | personally known to me to be the same person. S whose name appeared before me this day in person, and acknowledged that the i.r tree and voluntary act, for the uses and purpositive themselved. | S _ aresubscribed to the foregoing instrument. _hey_ signed, sealed and delivered the said instrument as ses therein set forth, including the release and waiver of the |
| in on undergraphical and a | official year, this 20th day of 20th day of | April 10-91 6 |
| his instrument was prepar | Official year, this 20th day of Scale 19 19 19 19 19 19 19 19 19 19 19 19 19 | ce_Presidents Plaines - 701 Lee Street |

1300

OR RECORDER'S OFFICE BOX NO

00.51

THE FOLLOWING ARE THE COVENAUTS CONTITTIONS AND POLISIONS REFEREIN TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED WALL HERE 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 indbitedness 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.
- MOVE 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 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 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 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 on with interest thereon at the rate of time per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing 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, a ate nent or estimate produced from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the security of any tax, assessment, sale, forfeiture, tax fien or title or claim thereof.
- Mortgagors shall pay such 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 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 deray chall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 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 to be 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 d.o. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, optimiser's fees, outlass 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 shall are talt and assurances with respect to tale as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vidence to bidders at any sale which may be had pursuant to such decree the rue contestion 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 imm did ely due and payable, with interest thereon at the rate of none per cent pet annum, when paid or incurred by Trustee or holders of the note in connection. In all 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 plu unit, claimant or detendant, by reason of this Trust Deed or any indebtedness hereby proceedings, to which either of them shall be a party, either as plu unit, claimant or detendant, by reason of this Trust Deed or any indebtedness hereby proceedings, to which either of them shall be a party, either as plu unit, claimant or detendant, by reason of this Tr
- 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 preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebt do as additional to that evidenced by the note hereby seconed, with interest thereon as herein provided; third, all principal and interest remaining uspa d; fourth, any overplus to Montgagors, 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 Leed, 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—athour notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the them alm 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 tents, issues and profits of said premises during the pendency of such foreclosure suit and, in care 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 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 aid period. The Coart from time to time may appoint a ferries of the protection of the premises during the whole of aid period. The Coart from time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lies 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 salt 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 tines 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 Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, now be liable or 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 home, 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 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 penuine 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, its case of the death, resignation, mability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, mability 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.

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.

| | I | M | P | o | R | T | A | Ν | T |
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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 | Instal | lment | Note mer | itioned is | 7 the | within | Trust | Deed | has | been | 2 |
|-----|----------|-------|-----------------|------------|-------|--------|-------|----------|-----|------|---|
| id | entified | herew | si ith under | Identifica | ation | No | | <u> </u> | | | : |
| | | | | | | | | | | | |