TRUST GE ED (LINOS Feb un/M; 185) For Use with Note Form 1448 (Monthly Payments Including Interest)

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	91261701
THIS INDENTURE, made May 24, 19.91.	
etween JOHN G. VERMILYE, JR. AND PAMELPA P.	
VERMILYE, HIS WIFE AS JOINT TENANTS	. DEPT-01 RECORDING \$13.
26 West 31st Place, Steger, Illinois (NO AND STREET) (CITY) (STATE) erein referred to as "Mortgagors," and	T\$1111 TRAN 6357 05/31/91 15:31:00 \$6110 \$ A *-91-261701 cook county recorder
9443 S. Ashland, Chicago, Illinois, (NO AND STREET) (CITY) (STATE)	
(NO. AND STREET) (CITY) (STATE) rein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted	The Above Space For Recorder's Use Only
rein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted the legal holder of a principal promissory note, termed Alexalder News, "of even the rewith, executed by Mortgagors, made payable to 2020 to all the benefit, if and to which the Mortgagors promise to pay the principal sum of FIFTEEN THOUSAND NI	NE HUNDRED SIXTY FOUR and 23/100
ollars, and interest from Alay - 28, 1991 on the balance of principal remain a annum, such principal support and interest to be payable in installments as follows:—.—THREI	ning from time to time unpaid at the rate of .12VU. per cent F. HINDRED ETETY STY AND 65/100
ollars on the 5th day o July 1991 and - THREE HUNDRED	FIFTY SIX AND 65/100 Dollarson
e5ch day of each and extry month thereafter until said note is fully paid, except that	the final payment of principal and interest, if not sooner paid.
all be due on the 5.6h	
de payable at _ASHLAND_STATE B NK	or at such other place as the legal
ade payable at _ASHLAND_STATE_B_NK	cordance with the terms inereof of in case default shall occur eed (in which event election may be made at any time after the
NOW THEREFORE, to secure the payment of the sail principal sum of money and interest overmentioned note and of this Trust Deed, and the performance of the covenants and agreeme o in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack ARRANT unto the Trustee, its or his successors and assigns, $m_{\rm c}$ is towing described Real F	ents herein contained, by the Mortgagors to be performed, and knowledged, Mortgagors by these presents CONVEY AND estate and all of their estate, right, title and interest therein.
nate, lying and being in theSteger, COUNTY OF	Cook AND STATE OF ILLINOIS, to wit:
THE EAST 15 FEET OF LOT 35, ALL OF LOTS 36, 37, AND 38 ECOND ADDITION TO COLUMBIA HEIGHTS, BEING A SUBDIVISICUTHEAST 1/4 OF SECTION 32, AND THE NORTHWEST 1/4 OF	ION OF THE NORTH 1/2 OF THE
3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRI	INCIPAL MERIDIAN, IN COOK COUNTY,
nich, with the property hereinafter described, is referred to herem as the "premises,"	91261701
rmanent Real Estate Index Number(s):32=32=413-006_and_32=32	~
dress(es) of Real Estate: 26 West 31st Place, Stoger, Cook, I.1	
TOGIFTHER with all improvements, tenements, easements, and appurtenances thereto belining all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pondarity), and all fixtures, apparatus, equipment or articles now or hereafter therein or there if air conditioning (whether single units or centrally controlled), and ventilation, including things, storm doors and windows, floor coverings, mador beds, stoves and water heaters. All stragaged premises whether physically attached thereto or not, and it is agreed that all buildings a ficles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and asseein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption ortgagors do hereby expressly release and waive.	oledged primary, and on a parity with said real estate and not on used to supply heat, gas, water, light, power, retrigeration without restricting if e foregoing), sereens, window shades, of the toregoing at selectared and agreed to be a part of the ind additions and all similar or other apparatus, equipment or to the mortgaged premises.
name of a record owner is: JOHN G. VERMILYE, JR. AND PAMELA	n aman 7 1tha garage a sida of this Ten. 10 and and bacage against a
cin by reference and hereby are made a part bereof the same as though they were here set	•
vin by reference and hereby are made a part hereof the same as though they were here set- cessors and assigns.	Romoto P Dewindise
ein by reference and hereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE FINT OR	PAMELA P. VERMILYE (Seal)
can by reference and hereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE RINT OR ENAME(S) BELOW	PAMELA P. VERMILYE (Seal) (Seal)
en by reference and hereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE FINT OR E NAME(S) BELOW JATURE(S) (Seal) (Seal) (Seal) (Seal) (Seal)	(Seat) 1. the undersigned, a Notary Public in and for said County 2. VERMILYE, JR, AND PAMELA P.
con by reference and hereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE JOHN G. VERMILYE, JR. RINTOR E NAME(S) BELOW MATURE(S) (Seal)	1. the undersigned, a Notary Public in and for said County 1. VERMILYE, JR. AND PAMELA P. 8. are subscribed to the foregoing instrument, hely signed, sealed and delivered the said instrument as
ressors and ussigns. Witness the hands and seals of Mortgagors the day and year first above written. PLEASE JOHN G. VERMILYE, JR. ENAME(S) BELOW HATURE(S) To of Illinois, Congred To or of Cook In the State aforesand, DO HEREBY CERTIFY that———JOHN. G. VERMILYE, HIS_WIFE_AS_JOINT_TENANTS—— Personally known to me to be the same person S— whose name appeared before me this day in person, and acknowledged that — their——free and voluntary act, for the uses and purpose right of homestead.	I, the undersigned, a Notary Public in and for said County I. VERMILYE, JR. AND PAMELA P. S. OPC. Subscribed to the foregoing instrument, Lacy. signed, scaled and delivered the said instrument as es therein set forth, including the release and waiver of the
eth by reference and hereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. (Seal) PLEASE JOHN G. VERMILYE, JR. ENAME(S) BELOW (ATURE(S) (Seal) (Seal) (Seal) TOTAL COOK In the State aforesand, DO HEREBY CERTIFY that ——————————————————————————————————	s are subscribed to the foregoing instrument, they, signed, sealed and delivered the said instrument as es therem set forth, including the release and waiver of the
ressors and bereby are made a part bereof the same as though they were here set ressors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. PLEASE JOHN G. VERMILYE, JR. ENAME(S) BELOW HATURE(S) TOTAL COOK In the State aforesand, DO HEREBY CERTIFY that——JOHN. G. VERMILYE, HIS WIFE AS JOINT TENANTS— PLEASE PROPERTY TENANTS— Personally known to me to be the same person S—whose name appeared before me this day in person, and acknowledged that — C. Enelly free and voluntary act, for the uses and purpose right of homestead. Muy unfission expires In Section 19 Joyce Asselborn—9443 S. Ashland (NAME AND ADDRESS)	1. the undersigned, a Notary Public in and for said County VERMILYE, JR. AND PAMELA P. 8. are subscribed to the foregoing instrument, hely signed, sealed and delivered the said instrument as
een by reference and hereby are made a part bereof the same as though they were here set cessors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. PLEASE JOHN G. VERMILYE, JR. FINTOR E NAME(S) BELOW NATURE(S) In the State aforesaid, DO HEREBY CERTIFY that——JOHN, G VERMILYE, HIS WIFE AS JOINT TENANTS— Personally known to me to be the same person S— whose name appeared before me this day in person, and acknowledged that — E Eheir free and voluntary act, for the uses and purpose right of homestead. I this instrument was prepared by JOYCE, ASSELDOTH——9443, S., AShland (NAME AND ADDRESS) I this instrument to	s are subscribed to the foregoing instrument, help signed, scaled and delivered the said instrument as es therein set forth, including the release and waiver of the North Public Chicago, 111
rein by reference and nereby are made a part bereof the same as though they were here set cressors and assigns. Witness the hands and scals of Mortgagors the day and year first above written. PLEASE JOHN G. VERMILYE, JR. PENAME(S) BELOW (Seal) It of Illinois, Council Cook in the State aforesand, DO HEREBY CERTIFY that——JOHN. G. VERMILYE, HIS WIFE AS JOINT TENANTS—— personally known to me to be the same person S whose name appeared before me this day in person, and acknowledged that the cheir free and voluntary act, for the uses and purpose right of homestead. Simstrument was prepared by Joyce Asselborn—9443 S. Ashland (NAME AND ADDRESS) I this instrument to	I, the undersigned, a Notary Public in and for said County I. VERMILYE, JR. AND PAMELA P. Source subscribed to the foregoing instrument, they signed, sealed and delivered the said instrument as the stherem set forth, including the release and waiver of the county Public. Noncy Public.

THE FOLLOWING ARE THE COVEN MES, I AND THOSE AND PROVISIONS RECEIPED TO AN PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART DETAIL TRUST DEED VICE 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 tiens 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 buildings now or at any time in process of creetion upon said premises; (b) 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 henefit 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 accrume, 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 "all dity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay oner item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of (ne principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal pote 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 and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage thou have it not 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, outlay to documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended afte, entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and singler 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 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 expenditures 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 such any action, suit or proceedings, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plant iff, claimant or defendant, by reason of this Trust Deed or any meditedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened sait or proceeding the following eachs of rejective feets.
- 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 indebted and additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining applied 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 De d, 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 e.g. c. a 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 protection, possession, control, management and operation of the premises during the whole of sale 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 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tines, as I 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, 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 (h) 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 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.

	The Installment Note mentioned in the within Trust Deed has b	cen
IMPORTANT		

FOR	THE	PROT	ECTION	oF	вотн	THE	BORR	OWER	AND
LENI	DER.	THE	NOTE	SECU	RED	BY TH	IIS TR	UST	DEED
			ENTIFIE				EE, B	EFORE	THE
TRUS	T DE	ED IS	FILED	FOR	RECO	RD.			

Trust	i na	
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identified herewith under Identification No.