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

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CAUTION, Consult a lawyer before using or acting under this form. Heither the publisher nor the setter of this form makes any warranty with respect thereto, including any warranty of merchantability or hitness for a particular purposa 92105697 THIS INDENTURE, made May would DEPT-01 RECORDING \$23.50 T+1111 (RAN 9346 06/09/92 09:14:00 +4978 + A ※一タ2一4ロ56タ8 COOK COUNTY RECORDER herein reterred to as "Mortgagor La and KESPT L 1338 MILWAUKEE AVENUE LIBERTYVILLE, ILLINOIS 60048 INO AND STREET (NO AND STREET)

(EITY)

(STATE)

Increm referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promis to pay the principal sum of Colors, and interest from 1 2000 1997 on the balance of principal remaining from time to time unpaid at the rate of 1400 per cent 156.60 per annum, such principal sum and interest to be payable in installments as follows: NOW THEREFORE, to secure the payment of the sand orincipal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the perform nec of the covenants and agreements become contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, ne ollowing described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Country of Country of AND STATE OF ILLINOIS, to with Legal Description: Lot 1, except the N 80 feet, and the N 20 feet of Lot 2 in Block 9 in Stannard's Second Addition to Maywood, a Subdivision of the S 1/2 of the E 1/2 of the SV/ 1/4 of Section 14, Township 39 North, Range 12, East of Third Principal Meridian, in Cook County, Illinois. 92405698 which, with the property hereinafter described, is referred to herein as the "premises, 15-14-323 Permanent Real Estate Index Number(s): 7 006 Address(es) of Real Estate: . TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all voits, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primar.); and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting by foregoing), screens, window shadow shadows, floor coverings, mador beds, whose and water heaters. All of the foregoing, it declared and agreed to be a part of the mortgaged premises whether plus scalls attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or attacks hereafter placed at the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises of storing agors of their successors of assigns and be part of the norse of the purpose and upon the uses and trusts herein set torth, tree from all rights and benefits under and by strine of the Homestead Exemption Laws of the State of Illino ... which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on [4cc gagors, their heirs, successors and assigns.] This Trust Deed consists.

In by reference and hereby are made a part necessity and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

(Seal) successors and assigns. PLEASE PRINT OR TYPE NAME(S) .(Seal) SIGNATURE(S) State of Illinois, County of \_\_\_ S 1, the undersigned, a Notary Public in and for said County ]\_..c.K in the State aforesaid, DO HEREBY CERTIFY that a IMPRESS ... whose name ...... SEAL and acknowledged that ... Salv 380. Signed, sealed and delivered the said instrument at 70FFICIAL SPACAND solution, act, for the uses and purposes therein set forth, including the release and waiser of the and acknowledged that ... Sale 380, signed, sealed and delivered the said instrument as right of homeals Wartinez offici Selasy Public, State of Illinois My Commission Expires 5/7/95 Given under my hand and Commission expires ... Noiary Public This instrument was prepared by BANK Mail this instrument to ISTATED 38 MILWAUKEE AVENUE COOL (CITY) 60048 LIBERTYVILLE, ILLINOIS OR RECORDER'S OFFICE BOX NO. . .

BP (10/91) 03

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 buildings now or at any time in pricess 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 alternations 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 potect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein, with rized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice act, 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 account, to them on account of any detault hereunder on the part of Mortgagors.
- 5. The Trustee or the hilders 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 stidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- h Mortgagors shall pay each i em of indebteduess herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the reprincipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal rote 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 hall 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. Five 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and exp. nses which may be paid or incurred by or on behalf of Trustee or holders of the note for altorness' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended of erantry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and simila dita 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 the factor of hiders at any safe which may be had pursuant to such decree the true condition of the litle 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 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 11 any action, suit or proceedings, to which either of them shall be a party, either as plain iff, clamant or defendant, by reason of this Trust Deed or any indebtedness hereby commenced; or (b) preparations for the commencement of any suit for 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 districted 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 indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unprid courth, 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 Data, 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 no ice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then alue 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 the 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 userior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale and before any line which may be on become userior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale and before any line which may be on become userior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale and before any line and the profits and the profits of the lien hereof or of such decree.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to tray 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 times and a cass 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 ry 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 su recessor 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 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 heen 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 claimfing 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
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.	• r
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