|  | 1 fire a contract  |
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| THIS INDENTURE, maide Mass 3 1092  | 92 10 92 <b>1</b> 7  |
| Delween Babbse Houghill and Glorin Hemphill,   |  |
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| (HILL W) CATTO AVE Chier JE IND AND STREET A LETT CHIEF CHIEF  | - DEPT-01 RECORDING \$2<br>- 刊到11 TRAH 9350 06/09/92 09:24:  |
| herein reterred to as "Mortgagor Land KESIDE BANK  | トー・・ 〒9999 〒 ATR・・タクー4日ネウェ   |
| 1338 MILWAUKEE AVENUE  | . COOK COUNTY RECORDER   |
| LIBERTYVILLE, JLLINOIS, 50048  |  |
| harmy categories is a Trustee "witnesseth. That Whereas Mortgagors are justly indebted   | The Above Space For Recorder's Use Only  |
| to the legal holder of a principal promissory more, termed. Installment Note. "of even date herewith executed by Mortgagors, made payable to Hearer and delivered, in and by which   | /  |
| Dollars, and interest from Alaxy 21, 1992 on the balance of principal remain per annum, such principal so a and interest to be passible in installments as follows.  | ming from time to time unpaid at the rate of 14.2 per cent   |
| per annum, such principal su a and interest to be pasable in installments as follows   | 2 } . <b>6</b> \   |
| Dollars on the 28 day of each and e ery month thereafter until said note is fully paid, except that  | Dollars on the final payment of principal and interest, if not sooner paid.  |
| the $28$ day of each and early month thereafter until said note is turn paid, except that shall be due on the $25$ day or $40$ $197$ all such payments on account to account and unpaid interest on the cap and principal balance and the remainder to principal $4$   | of the indebtedness evidenced by said note to be applied first   |
| to account and unpaid interest on the copine principal balance and the remainder to principal. If  | per cent per annum, and all such payments being  |
| the extent not paid when due, to bear incress after the date for payment thereof, at the rate of made payable at LARESTIE BANK, on a payable at holder of the note may, from time to time, in we draw appoint which note the provides that at holder of the note may.  | HOIS or at such other place as the legal   |
| holder of the note may, from time to time, in y, ding appoint, which note further privides that at principal sum remaining unpaid thereon, together y, thack free interest thereon, shall become a   | the election of the legal longer there is and without notice, the it once due and payable, at the place of payment aforesaid. In   |
| principal sign remaining unputs thereon, together visit active meters inferent inferent in ac-<br>case default shall occur in the payment, when due, of a constallment of principal or interest in ac-<br>and continue for three days in the performance of an office agreement contained in this Trust Di-<br>expiration of said three days, without notice), and that all profess thereto severally waive presen-  |  |
| product  |  |
| NOW THE REFURE, to secure the payment of the sail principal sum of money and interest above mentioned note and of this Trust Deed, and the performance of the covenants and agreements.  | rice reverse community, by the Storigazins with Deficition (CL), and   |
| above mentioned fine and of the sum of One Dollar in hand paid, he receipt whereof is hereby aclass in consideration of the sum of One Dollar in hand paid, he receipt whereof is hereby aclass of the ARRANT unto the Trustee, its or his successors and assigns, the following described Real I  | estate and an primer estate, right, this and interest merent.  |
| country of Chicago Country OF  | Config. And STATE OF ILLINOIS, to wit  |
| Lot 53 and the Weat Falf of Lot  | 52 in  |
| Boock 2 in the Sul-division of the Half of Section 10, Township 39   |  |
| Range 13, East of the Trurd Prince   | ripal  |
| Meridian in Cook County Milnor   | la.  |
|  | 6 h mb   |
| the base of the second transfer of the second to begin as the "premises."  | 92406247   |
| which, with the property hereinalter described, is referred to herein as the "premises."   | 92406247   |
| Permanent Real Estate Index Number(s): 16-10-406-020   | 92406247   |
| Permanent Real Estate Index Number(s): 16-10-406-020  Address(es) of Real Estate + 11  | Duringe 1L   |
| Permanent Real Estate Index Number(s): 16-10-406-620  Address(es) of Real Estate: +111   | onging, ama' reots, issues and profits thereof for so long and ledged primary, and on a parity with said real estate and not   |
| Permanent Real Estate Index Number(s): 16-10-406-62 O  Address(es) of Real Estate + 11 O O Y (1) Ava.  TOGE FHER with all improvements, tenements, casements, and appurtenances thereto beking all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pecondarily), and all fixtures, apparatus, equipment or articles now or hereatter therein or theres   | onging, are all tests, issues and profits thereof for so long and ledged printaril, and on a parity with said real estate and not on used to surply next, gas, water, light, power, refrigeration without restricting the foregoing), screens, window shades.  |
| Permanent Real Estate Index Number(s):  Address(es) of Real Estate:  TOGE FILER with all improvements, tenements, easements, and appurtenances thereto bek luring all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pecondarily), and all fixtures, apparatus, equipment or articles now or hereatter therein or theres indi air conditioning (whether single units or centrally controlled), and semilation, including the windows. Hour coverings, inador beds, stores and water heaters. All pour repeat premiss whether physically intached thereto or not, and its agreed that all buildings.   | origing, away' reets, issues and profits thereof for so long and ledged printary, and on a parity with said real estate and not on used to surply need; gas, water, light, power, retrigeration without restricting the foregoing), screens, window shades, of the foregoing are declared and agreed to be a part of the ind additions and all millar or other apparatus, equipment or   |
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HEI TITLE SERVICES #\_\_\_\_

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 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.
- 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 of 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 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 induct the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein units fixed may be taken, shall be so much additional indebtedness secured bereby and shall become immediately due and payable without notice and vith interest thereon at the rate of nine per cent per annum. Inaction of Trustee of the note shall never be considered as a waiver of any right account to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the belowes 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- h Mortgagors shall pay each tier of indebtedness herein mentioned, both principal and interest, when due according to the terms become At the election of the holders of the trins pal 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 contraty, become due and payable when default shall occur in payment of principal or interest, or in case default total occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall have become due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note of 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. 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 expenses 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, tills scatches and examinations, guarantee policies. Torrens certificates, and similar do a and assurances with respect to title as Trustee or holders of the note may ocern 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 appeals which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all appeals which may be had pursuant to such decree the rule condition of the title to or the value of the premises. In addition, all appeals the title to or the value of the premises. In addition, all appeals the title to or the value of the premises. In addition, all appeals to the notion of the rule to or the value of the premises of the note in connection with (1) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the defense of any threatened suit o 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 all such acms as are mentioned in the preceding paragraph bereof second, all other items which under the terms hereof constitute secured indebtedness and 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 fourt 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 vilue 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 case of a sele and a deficiency, during the full startifier period for redemption, whether there be redemption or not, as well as during any further times when fortgagors, 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 a re 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 individuess 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 Frust 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 coess 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 hable for (ii) 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
- Trustee shall release this Trust Deed and the hen thereof by proper instrument upon presentation of satisfactors 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 priporting 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 Revorder 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 intentical original 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 Morigagors and all persons claiming under or through Morigagors, and the word "Morigagors" 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 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.

identified herewith under Identification No.

Trustee

IMPORTANT