OFFICIAL COPY

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

OR RECORDER'S OFFICE BOX'NO.

i lewyer before using or acting under this form. Neither the with respect thereto, including any warranty of merchantoble 92494515 MAY 12, THIS INDENTURE, made . between SOUTH CHICAGO SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 11-2565. 9200 S. COMMERCIAL AVE. DEPT-G1 RECORDING CHICAGO, ILLINOIS T\$6666 TRAN 3493 07/08/92 09:34:00 \$1567 \$ H *-92-494515 herein referred to as "Mortgagors," and COOK COUNTY RECORDER AKESIDE BANK 1338 S. MILWAUKEE, LIBERTYVILLE, IL.
(NO AND STREET) (CITY) (NO AND STREET)
(CITY)
(CITY) er annum, such principal sum r no interest to be payable in installments as follows: ONE HUNDRED FOUR AND 71/100THS-----Dollars on the 4 day of Twly 1992 and ONE HUNDRED FOUR AND 71/100THS----made payable at LAKESIDE BANK, 50 W. WACKER, CHICAGO, ILLENOIS or at such other place as the legal holder of the note may, from time to time, in writing repoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with resident enterest thereon, shall become at once due and payable, at the place of payment aforesaid, in the case default shall occur in the payment, when due, of any installment of principal por interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the protest of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of NOW THEREFORE, to secure the payment of the said printips I 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 performance the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the riceist whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the first wing described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Legal Description: Lot 4 in Block 59 in the Calumet and Chicago Canal and Dock Company's Subdivision of parts of Section 5 & 8, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded January 17, 1874 in Book 7 of Plats, Page 7 East of the Third Privingal Meridian, in Cook County, Illinois. 92494515 which, with the property hereinafter described, is referred to herein as the "premises," *2*6-05-109-019 Permanent Real Estate Index Number(s): _ 9006 s. MACKINAW. Address(es) of Real Estate: TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rons, issues and profits thereof for so long and during all such times as Mortgagora may be entitled thereto (which rents, issues and profits are pledged primarily indicated 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 hert, g. s. water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows. floor coverings, inador beds, stoves and water heaters. All of the foregoing are declated and and garged to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similation or or ter apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said I rustee, its or his successors and assigns, forever, for the purposes, an authority berein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive. #167565 The name of a record owner is: South Chicago Bonk under truit Trustee rse side of this Trust D. on; are incorporated half be blading on Mortgagors, their heirs, This Trust Deed consists of two pages. The covenants, conditions and provisions appearing or herein by reference and hereby are made a part hereof the same as though they were here set Witness the hands and seals of Mortgagors the day and year first above written. South Chicago Bank as Trustee (Seal) (Scal) PLEASE PRINT OR under Trust No. 11-2565, dated 12/29/87. "SEE ATTACHED RIDER" TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of I, the undersigned, a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY that **IMPRESS** personally known to me to be the same person. whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ____h___ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this day of Commission expires PREPARED BY: 8. BERKOWITZ 10. N. PULAGIO R This instrument was prepared by AKESIDE BANK (NAME AND ADDRESS) Mail this instrument to 1338 MILWAUKEE AVENUE WIL TO:

CHERTYVILLE, ILLINOIS 60029800E)

DP 03

5 500

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REPERRED 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 by destroyed; (3) keep said premises free from mechanics 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 fc "feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid of incurred in connection therewith, including reasonable altorneys' fees, and any other moreeys advanced by Trustee or the holders of the note of 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 are 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 accruang to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the newers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state/eme it or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each 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 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 pipe 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, outlays it is commentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after only of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar 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 twice ice to bidders at any sale which may be had pursuant to such decree the true comes on 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) r is a constitution of this item to be incurred by Trustee or holders of the note in connection with (a) r is a constitution of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the local-wave hereof after accrual of such right to foreclose whether or not actually commenced: or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced: or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually comm

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 to as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness rad tional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid fourth, any overplus to Mortgagors, their liefts, legal representatives or sasigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, th: 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 occ, 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 rems, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a such a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Appropriate 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 in lebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become super to the hen 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 they 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 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 bligated 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 hereinner, 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.

	- 100 (1997年 - 1997年 -
	The Installment Note, mentioned in the within Trust Deed has been
IMPORTANT	to the second of
FOR THE PROTECTION OF BOTH THE BORROWER AND	
LENDER. THE NOTE SECURED BY THIS TRUSTS DEED	
SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	7 TT-
·	Trustee

UNOFFICIAL COPY

	4 500 00
Rider attached to Trust Deed dated MAY 12 1992 , in t	
This TRUST DEED in executed by South Chicago Bank, F/K/A South Crin the exercise of the power and authority conferred upon and vested in it Chicago Savings Bank, hereby warrants that it possesses full power and autiand agreed that nothing herein or in said note contained shall be construed Chicago Bank, F/K/A South Chicago Savings Bank, personally to pay indebtedness accruing hereunder, or to perform any covenant either expressly waived by the Trustee and by every person now or hereafter clair Party and its successors and South Chicago Bank, F/K/A South Chicago S note and the owner or owners of any indebtedness accruing hereunder shathereof, by the enforcement of the lien hereby created, in the manner herei liability of the guarantor, if any.	t as such Trustee (and said South Chicago Bank, F/K/A South hority to execute this instrument), and it is expressly understood las creating any liability on the said First Party or on said South the said note or any interest that may accrue thereon, or any ress or implied herein contained, all such flability, if any, being ming any right or security hereunder, and that so far as the First Savings Bank, personally are, the legal holder or holders of said all look solely to the premises hereby conveyed for the payment
IN VIT NESS WHEREOF, South Chicago Bank, F/K/A South C	Chicago Savings Bank, not personally, but as Trustee as aforesaid,
has caused these presents to be signed by its Trust Officer and its corp. Cashier, the day and year first above written.	
70	
	SOUTH CHICAGO BANK, F/K/A South Chicago Savings Bank, not personally, but solely as Trustee under that certain Trust Agreement dated
	12-29-87 and bearing Trust No./
ATTEST Colored Concer A	BY William Reeller
Edmand F. Nowak, Asst. Cashier	William D. Hechler, Vice President/Trust
' (/ Office
0,	
Ç	/ 5-
	ODADAEAC
	92494515
	92434515
	4,
	'S _
State of Illinois) ss.	$O_{x_{-}}$
County of Cook)	
Lydia Munoz a Notary Public, in and for said C	County, in the State aforesaid, DO HEREBY (19) TIPY, that
William D. Hechler, Trust Officer of the South Chicago Bank Rdmund F. Nowak Assistant Cashier, of said Bank, who are subscribed to the foregoing instrument as such Trust Officer and Assist and acknowledged that they signed and delivered the said instrument as the act of said Bank, as Trustee as aforesaid, for the uses and purposes the	e personally known to me to be the same persons whose names ant Cashier respectively, appeared before me this day in person iir own and free and voluntary act and as the free and voluntary
acknowledged that (s)he, as custodian of the corporate seal of said Bank, his/her own free and voluntary act and as the free and voluntary act of said set forth.	did affix the corporate seal of said Bank to said instrument as
GIVEN under my band and seal, this 4th day of June	, 19_92
	The Alexander
	Notary Public
"OFFICIAL SEAL"	. 0
NOTARY PUBLIC, STATE OF ILLINOIS	
MY COMMISSION EXPIRES 08/27/95	

Officer