UNOFFICIAL COPY TRUST DEED (KLESCOR) TO 1 Date Mater Form 1448

For the With Note Form 1448 Ionthiy Payments Including Interest)

92494521

June 11, g92	
THIS INDENTURE, made Julia Murray 5 19 32	
hetween out a ratifaly a Color	DEPT-01 RECORDING \$23.
8121 S. Bennett Chicago, IL. 60617 (NO. ND STREET) herein reterred to as "Morrgagors." and Lakeside Bank	. #1573 # H #-92-494521 . COOK COUNTY RECORDER
1338 S. Milwaukee Ave,	
Libertyville: IL. 60048 (NO LNO STREET) (CITY) (STATE)	
herein referred to as "Trustee," witnesseth: That Whereas Morigagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date therewith, executed by Mr. tigagors, made payable to Bearer and delivered, in and by which note Morigagors promple to pay the principal sum of	Hundred Fifty
Onliars, and interest from	ining from time to time unpaid at the rate of per cent 52
Dollars on the 2 da of 2 vol 1995 and \$91.52	Dollars on
the day of each and every month thereafter until said note is fully paid, except that shall be due on the day o	of the indebtedness evidenced by said note to be applied first the portion of each of said installments constituting principal, to of 14.00 per cent per annum, and all such payments being 170015 or at such other place as the legal tithe election of the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid, in ecordance 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 Despiration of said three days, without notice), and that all pures thereto severally waive presentest. NOW THEREF()RE, to secure the payment of the scid principal sum of money and interes	Deed (in which event election may be made at any time after the entiment for payment, notice of dishonor, protest and notice of stin accordance with the terms, provisions and limitations of the
whose mentioned note and of this Trust Deed, and the performance of the covenants and agreem is used in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby as WARRANT unto the Trustee, its plans accessors and assigns, the following described Real cituate, lying and being in the CITY OF Chicago. COUNTY OF	dispersion of the second of th
Lot Seven (7) in Cousin's Frauddivision both inclusive in Block 6 in V. A. Ostrom quarter of the North Wost quarter of Sect Runre 14, East of the Third Principal Mer. Illinois.	's Subdivision of the East
.Illnois.	\$
	4
which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 7.9-36-116-007	92494521
Address(es) of Real Estate 8121 S. Bennett Chicago, IL. 606	51.5
TOGETHER with all improvements, tenements, easements, and appurtenances thereto be luring all such times as Morigagors may be entitled thereto (which tents, issues and profits are econdarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and ventilation, including wrings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All noring age premises whether physically attached thereto or not, and it is agreed that all buildings inticles hereafter placed in the premises by Morigagors or their successors or assigns shall be pained to the AND TO HOLD the premises unto the said Trustee, its or his successors and alterences to the time term all rights and benefits under and by virtue of the Homestead Exemptioning goods do hereby expressly release and waive. Julia Murray	pledged primar and on a parity with said real estate and not con used to supply heat, gas, water, light, power, refrigeration (without restricting are foregoing), screens, window shades, if of the foregoing is, declared and agreed to be a part of the and additions and all similarian other apparatus, equipment or roof the mortgaged premises.
he name of a record owner is. Duria clubby	
This Trust Deed consists of two pages. The coverants, conditions and provisions appearing of crein by reference and hereby are made a part hereof the same as though they were here so accessors and assigns. Witness the hands antiscals of Morigagors the day and year first above written.	on page 2 (the reverse side of this T(ust Deed) are incorporated it out in full and shall be binding on the gagors, their heirs,
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE NEVERSE SIDE OF THIS IRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINNS.

- 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 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 herein'sefore 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 prince the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as more default 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 accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the lolders 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 vehicle 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 interest, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the principal interest, 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 shyll 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 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 debt. In ary but to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expens to which may be paid or incurred by or on behalf of Trustee or holders of the note for allorneys' 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 after rativ of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar cats 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 pureuant to such decree the true condition of the title to or the value of the premises. In addition, all the productions and expenses of the nature in this paragraph mentioned shall become on such additional indebtedness secured hereby and immediately—and payable, with interest thereon at the rate of nane per cent per annum, when paid or incurred by I rustee or holders of the note in connection with (a) any action, suit or proceedings, including but not limited to probate and bankruptee proceedings, to which either of them shall be a party, either as plaintiff, cla man or defendant by reason of this Trust Deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foir closure hereof after accusal of such right to foreclose whether or not actually commenced.
- No 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 fiers 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 unpaid: 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 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 case of a side and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times which "orgagors, 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 proof. The Court from time to time may suthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indevidences secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup-time 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 an defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- It. 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 of chiefated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any collisions 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 successor trustee, such successor trustee may accent as the genuine note herein described any note which bears a certificate of identification purporiting 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.

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 TRUSTEE OF THE TRUSTEE.	identified herewith under Identification No.
TRUST DEED IS FILED FOR RECORD.	Classics Trustee
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