92494808

DEPT-01 RECORDING

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COOK COUNTY RECORDER

NAON' E.	ALEXANDER	his	wife	
11759	5 will	ca 5+	Chicago	1
NAOA) E. 1175 S	Mongagors.	KES	DEE	STATE: N.K
		338_MILW	AUKEE AV	ENUE
	LIBI	ERTYVILLE	E_ILLINOIS	60048

resuces WALTER L. ALEXANDER AND

THIS INDENTURE, made

berein referred to as "Trustee." witnesseth That Whereas Mortgagors are justly indebted to the legal holder of a principal promission note, termed "Installment Note." of even date herewith executed by Me reasons, made pasable to Beagers and ediposity, in and by which more Mortgagors prome to say the principal sum of 1992 on the halance of principal remaining from time to time unpaul at the rate of 1992 per cent per annum, such principal sum and interest to be pasable in installments as follows: NICELL ACO 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 day of 1992 pollurs on the 1992 pollurs of 1992 pollurs on the 1992 pollurs on the 1992 pollurs on the 1992 pollurs of 1992 pollurs on the 1992 pollurs of 1992 pollurs on the 1992 pollurs of motest

NOW THE REFORE, to secure the payment of the salforminal 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 performinace of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid. The capt whereof is hereby acknowledge 3, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, us or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICHOL. COUNTY OF COUNTY OF AND STATE OF ILLINOIS, to with

meription: Lot 26 in Block 2 in the Resubdivision of Lots \1 to 16 Inclusive and 27 to 32 Inclusive in Block \$ Lots 11 to 32 inclusive in Block 2 and Lots 1 to 10 inclusive in Block 2 angether with 18 feet alley running E and W through the S 1/2 of seld original Block 2 and the 18 feet alley running E any W through the N 1/2 of seld original Block 3 all in Hannah 9. Gano's Addition to Pullmen being a Subdivision of the VV //2 of the SE 1/4 or the SW 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cork County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises." 55-51-353-051 Permanent Real Estate Index Number(s): _ 92494808 11759 S. WALLACE EUN 015 CHICAGO. Addressies) of Real Estate: ... TOGE FHE R with all improvements, tenements, catements, and appurtenances thereto belonging, and of the for, insues and profits thefeof for scriong and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged prin air), and on a parity with said reaf exate and not secondarity, and all fixtures, apparatus, equipment or articles new or hereafter therein or thereon used to supply hear, gas, water, hight, power, refingeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, which wishas and windows, floor one entity, under beds, stones and water heaters. All of the fore using a checkated and agreed 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 similar in wher apparatus, equipment or articles becauter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premise.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth, free from all tights and benefits under and wince.

MARTICLE ALEXANCEMENT**

ALEXANCEMENT

**ALEXANCEME The name of a record compet in WALTER L ALEXANDER and NAOMI & ALEXANDER 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 Managers, their heirs, successors and sorigas. Witness the hands and sealing Morigagors the day and year first above written.

**Constitution | Constitution | PLEASE PRINT OF TYPE NAME:31 BELOW SIGNATURE:SI 18 Dr son Colina Given under my hand and official seal, this _____ Commission expires Notary Public This instrument was prepared by

NAME AND ADDRESS! LAKESIDE BANK

1338 MILWAUKEE A THUE LIBERTYVILLE, ILLINOIS 60048

Mail this instrument to

OR RECORDER'S OFFICE BOX NO.

DP 03

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 hereinder 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 conpanies 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 set 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 sasessment. All moneys paid for any of the pictures 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 picteet the mortgagod premises am; the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as horized may be taken, shall be so much additional inachtedness secured hereby and shall become immediately due and payable without notice and ath interest thereon at the rate of nme percent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of amy right accruing to them on account of any default becomes on the part of Mortgagors.

5. The Trustee or the not lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state-or or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vividity 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 sole 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.

T. 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 all other rights provided by the laws of litinois for the enforcement of a mortgage deby. In any suit to foreclose the lien hereof, there shall have all other rights provided by the laws of litinois for the enforcement of a mortgage deby. 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' lees. Trustee's fees, appraiser's fees, outlay; for cocumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a'e'' entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Tortens equificates, and similar hat 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 """ of the decree of procuring all such abstracts of title, title searches and examinations of the litle to or the value of the premises. In addition, all tax enditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedia" to the due and payable, with interest thereon at the rate of nine per centiver annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and hankraphey proceedings, to which either of them shall be a party, either as plaintif, clarment or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the defense of any threatened suit or 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 distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all sich items as are mentioned in the preceding paragraph hereof, second, all other items which under the terris 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 he is, legal representatives or assigns as their rights may appear.

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 he are or after sale, without notice, without regard to the solvency 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 tents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of the and a deficiency, during the full statutors period for redemption, whether there be redemption or not, as well as during any further times which has not more precised to collect such raits, issues and profits, and all other powers which has not receiver, would be entitled to collect such raits, issues and profits, and all other powers which has not received. 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 independences secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other tien which may be or become sure rior 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 lectionny.

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 times and lect as 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 'cower herein given unless expressly obligated by the terms hereof, nor be liable for one with 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 attributed 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 satisfactor; or dence 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 way 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 here n 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	identified herewith under Identification No.
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	
, , , , , , , , , , , , , , , , , , , ,	Trustee Trustee

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