Per Use With Note Form 1448 nthly Payments Including Interest)

N 7-936

NEI TITLE SERVICES #___

| CAUTION: Consult is leavyer before using us acting under this form. Neither the publisher has the deliter of It to form makes any warranty with respect thereto, including any warranty of manchestality or fitness for a particular purpless. | 92533207 |
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| THIS INDENTURE, made Jan 1992 | ONGOOM * |
| herween (MAIS) Walker 1984 | DEPT-01 RECORDING 123.50 |
| Coph An Manufact IL 6015) | . T04444 TRAN 3152 07/21/92 09:29:08 |
| herein referred to as "Mortgagor Lank KESIDE BANK | COOK COUNTY RECORDER |
| 1338 MILWAUKEE AVENUE | |
| (NO AND STREET) | |
| to the legal holder of a principal promissory note, termed "Installment Note," of even date to the legal holder of a principal promissory note, termed "Installment Note," of even date to the legal holder of a principal promissory note, termed "Installment Note," of even date to the legal holder of a principal princ | The Above Space For Recorder's Use Only |
| Dollars, and interes, from the principal remain | sing from time to time unpaid at the rate of 14.0 per cant |
| Dollars on the T dis o A was 1, 192 and 101.74 | Dollars on |
| the | of the indebtedness evidenced by said note to be applied first |
| to accrued and unpaid interest on the innext principal ball not and the remainder to principal; the | e portion of each of said installments constituting principal. To |
| made payable at LATESIDE PACE, 55 W. WACKER, CHICAGO, ILLI | HOLD or at such other place as the legal the election of the legal the election of the legal holder (bereat and without notice), the |
| principal sum remaining unput therein, together with accided interest increasing interest in ac- | once oue and payable, at the place of payment anoresalo. In |
| and continue for three days in the performance of an other agreement contained in this Trust Corporation of said three days, without notice), and mat all matters thereto severally waive presentation of said three days, without notice). | sed (in which event election may be made at any time arrer the nament for payment, notice of dishonor, protest and notice of |
| protest. NOW THE REFORE, to secure the payment of the said principal sum of money and interest above mentioned note and of this Trust Deed, and the perior, as ce of the covenants and agreements. | MIA METERN CONTINUES. NY IND MADISANDIA IO DE DEFIDITINES. AINS |
| also in consideration of the sum of One Dollar in hand paid. I've receipt whereof is hereby act was DR ANT unto the Trustee also or his successors and assisted that following described Real | knowledged, Mortgagora by these presents CORYET ARD Estate and all of their estate, right, title and interest therein. |
| situate, lying and being in the COUNTY OF | AND STATE OF ILLINOIS, to wit: |
| THE SOUTH 40 PERT OF THE HORES OF 1997 AV 165 120 2 | TOTAL OF THE PARTY |
| MATHOOD BEING A SUBDIVISION OF THE WAY A OF THE GO 39 HOURS, RANGE 12, RANT OF THE THIRD CARRAGE NAME | rrandrijer daarjok 14, fantalij 1944, Aligat gapurt, 11, 1846. |
| 40. | |
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| which, with the property hereinafter described, is referred to herein as the "premises," | 92533207 |
| which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 15-34-316-013 | 92533207 |
| 15-34-216-612 | 92533207 |
| Permanent Real Estate Index Number(s): 15-34-316-013 Address(es) of Real Estate: 2033 5 9th Ave. TOGE THER with all improvements, tenements, easements, and appurtenances thereto be | onging, and all rants, issues and profits thereof for so long and |
| Permanent Real Estate Index Number(s): 15-34-316-013 Address(es) of Real Estate: 253-5 eth Award Address(es) | onging, and if rents, usues and profits thereof for so long and sledged primerly and on a parity with said real estate and not on used to your heat, sas, water, light, nower, refrigeration |
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THE POLLOWING ARE THE COVENANT CONDITIONS NO PROPERTY TO 0 PAGE 1 (THE REVERSE SEDE 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 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 pensity 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 indebt dness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Tristee 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 nor 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 project 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 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 lowers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state-or in or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the velidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- b. Mortgagors shall pay each licin 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 secure: shill become due whether by the terms of the note described on page one or by acceleration or utherwise, holders of the note or 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 arr, 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed after mery of the decree) of procuring all such abstracts of title, title searches and exeminations, guarantee policies. Torrens certificates, and similar lati and assurances with respect to title as Trustee or holders of the note may diem to be reasonably necessary either to prosecute such suit or to vivies et 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 er penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately the 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 any action, suit or proceeding, including but not limited to probate and bankruptes proceedings, to which either of them shall be a party, either as plaintiff, cli man it or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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 from 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 having provided; third, all principal and interest remaining unpaid; fourth, any overplus to Morigagors, their heirs, legal representatives or assigns as their paragraphs.
- 9 Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Count 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 or take and a deficiency, during the full statutory period for redemption, whether there be redemption or rot, as well as during any further times when storigagors, 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 of 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 individences secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become subcriot 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 the ficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to a sy defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 13. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and ricess 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 a tylicit 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 indemnises 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 bear 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 Deads of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical fule, 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 hinding upon Mortgagors and all persons claiming upder 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 |
|---|--|
| OR THE PROTECTION OF BOTH THE BORROWER AND ENDER, THE NOTE SECURED BY THIS TRUST DEED | Identified herewith under Identification No. |
| HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE | Marie Carlotte Commence |

Trustee