## Taum Districtus DIS) FICIAL COPY 92546780 (Monthly Payments Including Interest)

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THIS INDENTURE, made 1992	
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not since vemorried	
Cara Cara Cara Cara Cara Cara Cara Cara	DEPT-01 RECORDING \$23.5
(NO AND STREET) A CONTROL OF CHILD TO SEATEN 1	1 + T#3333 TRAN 0411 07/27/02 00120100
herein referred to as "Mongagor L" and KESIDE DATIVA	1 ・ *070/ すじ 米~りつ~にメメラカル
1338 MILWAUKEE AVENUE	COOK COUNTY RECORDER
LIBERTYVILLE, ILLINOIS 60048	
(NO. AND STREET) (CITY) (STATE)	The Above Control Con December's Head Oak
herein 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	The Above Space For Recorder's Use Only
nerewith, executed by Morigagors, made payable to Bearer and delivered, in and by which note Morigagors promise to pay the principal sum of	work hundred and " Crow
	ining from time to time unpaid at the rate of 14.5 per cent
or annum, such principal sum and interest to be payable in installments as follows: 1000 and	Dollarson
he day of each and every month thereafter until said note is fully paid, except that	
hall be due on the 9 up of Three 1996; all such payments on accoun	t of the indebtedness evidenced by said note to be applied first
o accrued and unpaid interest on the physical principal balance and the remainder to principal; the extent nor paid when due, to bear one ist after the date for payment thereof, at the rate of	ne portion of each of said distallations constituting principal, to
pule proble at TAKESINE RAVA 55 W. WACKER, CHICAGO, ILLI	NOIS or at such other place as the legal
colder of the note may, from time to time, it is riting appoint, which note further provides that a principal sum remaining unpaid thereon, together with accrued interest thereon, shall become	at once due and payable, at the place of payment aforesaid, in
ave detault shall occur in the payment, when dur, of one installment of principal or interest in ac nd continue for three days in the performance of only lither agreement contained in this Trust D	cordance with the terms thereof or in case default shall occur
appration of said three days, without notice), and first all parties thereto severally waive presentest.	entment for payment, notice of dishonor, protest and notice of
NOW THEREFORE, to secure the payment of the said principal sum of money and interes	t in accordance with the terms, provisions and limitations of the
bove mentioned note and of this Trust Deed, and the performance of the covenants and agreem lso in consideration of the sum of One Dollar in hand put it it is receipt whereof is hereby ac ARRANT unto the Trustee, its or his successors and assigns and following described Real	knowledged, Morigagors by these presents CONVEY AND
ARRANT unto the Frustee, its or his successors and assists and following described Real	AND STATE OF ILLINOIS, to wil:
ruate. lying and being in the	AND STATE OF TELLHOOK WAR.
Lapai Description: Lot 38 in Block 5 in Hill's Subdivision of the N 19 scres of	of the E 1/2 of the SE 1/4 of Section 32, and
all of that part of the N 19 acras of the W 1/2 of the SW 1// of Section 33, Reliroad, all in Township 38 North, Range 14, East of the Thur Puncipal Med	
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hich, with the property hereinafter described, is referred to herein as the "premises,"	our Achen
ermaneni Real Estate Index Number(s): 20-32-404-005	92546780
udress(es) of Real Estate: 5327 5 Movean 5	1. Chicago IL
TOGETHER with all improvements, tenements, easements, and appurtenances thereto bel iring all such times as Mortgagors may be entitled thereto (which rents, issues and profits are p	
	onging, and all rents, issues and profits thereof for so long and pledged prime, dy and on a parity with said real estate and not
conductly), and all fixtures, apparatus, equipment or articles now or hereafter therein or there if our conditioning (whether single units or centrally controlled), and ventilation, including t	pledged prime ity and on a parity with said real estate and not on used to sup by heat, eas, water, light, power, refrigeration
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## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO OF PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE SEGINS.

- 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.
- 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 Morigagora 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 lax 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 riotest 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, 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.
- 6. Mortgagors shall pay each tenn of indebtedness herein mentioned, born 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 shill occome 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 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 bit 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 for documentary 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 out 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 evize the or 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 are penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately our 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 arriven, suit or proceeding, including but not limited to probate and bankruptcy secured, or (b) preparations for the commencement of any suit for the fon closure 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.
- 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 fields 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 Crurt 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 hortgagors 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 late and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when have against 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 period. The Court from time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indefinedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become stop for to the lien hereof or of guch decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and dencier.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject a an 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 accept 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 by in tated 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 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 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
FOR THE PROTECTION OF BOTH THE BORROWÉR AND ENDER, THE NOTE SECURED BY THIS TRUST DEED HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T
RUST DEED IS FILED FOR RECORD.	Trustee