RETITLE SERVICES # 16 /- 1175

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

CALTION: Consult a lewyer belong using or soling under this form. Meeting the subtener nor the seller of this form makes any inarranty with respect thereto, including any warranty of merchantebulty or fitness for 6 particular purpose.

92546783

THIS INDENTURE.					
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between Ante	no Malendoz	avel		OCDY OF SHADE	
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	STREET A LC TO CO	TOF 134	ANK	- COOK COUNTY RECORD	ER
herein reterred to as "N	torrgagors," bad "	AUXEE AVE	Al. II.		
	,,	AUKEE AVE			
a	LIBERTYVILL	E, ILLINOIS	60048		
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the the land balling of a r	rustee. Wittensory note, tenned "I inneipal promissory note, tenned "I ito agains, made payable to Bearer "Ito asy the principal sum of	insimimentatore, or	evenuaie L		
traine traceration that the beautiful					140
Dollars, and interest fro				ing from time to time unpaid at the rate of	per cent
Dollars on the	al um and interest to be payable in day of 1992	and	· · · · · · · · · · · · · · · · · · ·		Dollarson
the 15 due of	such and were month thereafter uni	il said note is fully oai	d, except that	the final payment of principal and interest, if	not sooner paid.
shall be due on the	ر ان رون ک	1999 all such paymen	nts on account	of the indebtedness evidenced by said note to portion of each of said installments constitu	o be applied first
to accrued and unpaid in the extent not paid whe	n due, to bear inter-veniter the date	e for payment thereof	at the rate of	17.0 per cent per annum, and all such	payments being
made payable at	AKESIDE BARK, 35 W.	Month, Chica	GO, ILLI	170 per cent per annum, and all such	lace as the legal
holder of the note may.	annough thereing that they as histor	እስምስት በትስት ምሽም ፋት የሚያት ርዕያር ት በ	snau necome s	the election of the legal holder thereof and we it once due and payable, at the place of payri	ieni aloresaio, ili
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expiration of said three	days, without notice), and that all	aries thereto several	y waive proser	itment for payment, notice of dishonor, prot	est and notice of
NOW THEREFOR	E, to secure the payment of the suid	principal sum of mone	ey and interest	in accordance with the terms, provisions and	limitations of the
above mennoned note as	nd of this Trust Deed, and the perfor	mane of the coverant	ts and agreeme If is bereby ac	nts nergin contained, by the Mortgagors to be enowledged. Mortgagors by these presents t	CONVEY AND
WARRANT unto the T	rustee, its or his successors and ass	rigus, the longwing de	scribed Real I	estate and an princil estate, right, title unci-	intelest incidit
situate, lying and being i	in the	, C	OUNTY OF	AND STATE OF IL	TUNCIS' to AIC
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Legal Deed part of the	ription: Lot 27 in Albert J. Avert W 1/2 of Section 5, Township 3	is North, Plange (*).	ne S 1/2 or E Cast of the ?	llock 21 of the Canal Trustee's Subdivision Third Principsi Meridian, in Cook County,	on of
llinois.		C),		
			44		(1)
			/X.	92546783) The
which with the property	hereinafter described, is referred to	o herein as the "prem	ises,"	32346.502	Valo
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Permanent Real Estate	Index Number(s):	05-319	· 0.5-2	()	
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THE POLLDWING ARE THE COMMANTE OF PORTION AND PROVISIONS OF PROSE I (THE REVERSE SEDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE SEGMENT.

- 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 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 Morigagors 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 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 and "the 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 Morigagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state- or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-ment or estimate or into the val dity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.
- 6. Mortgagors shall pay each num 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 rule 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 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 in 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 even es 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 alies entry 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 addition, all expenditures and expenses of the nature in this paragraph mentioned shalf become so much additional indebtedness secured hereby and immediately are 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 (2) any action, suit or proceeding, including but not limited to probate and bankruptcy secured, or (b) preparations for the commencement of any suit for the for closure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any ihreatened 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 such items 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 unpair. 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 Deta, the 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 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. Duris 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 two and a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further times when. Mortgagors, 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 priors. 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 indehedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become my tip or 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 of ciency.
- 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 across 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 any sets 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 equire 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 indehedness 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 represertation 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 heen 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 shell base the ideas 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 shell base the ideas 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 paincipal note, or this Trust Deed.

IMPORTANT	The Installment Nosir 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 TRUST DEED IS FILED FOR RECORD.	
The second secon	OT Stell Trustee