## 92653475

## UNOFFICIAL COPY 92651475

(Monthly Payments including interest)

CAUTION: Consist a review before steing in exchig shifter this form. Negative the audienter nor the partie of this some majors and vicinity with respect the respect of the sound purpose.	
THIS INDENTERF made June 29th 14.92	92651475
Trust #1088488	DEPT-01 RECORDING \$23.5
111 W. Washington Chicago, 11. 60602	. T\$5555 TRAN 4517 09/02/92 12:00:0) . \$3920 \$ E \ \times -92-651475
herein reterrations "Montgagers" and	COOK COINTY RECORDER
Lakeside Bank	
14i W. Jackson Chicago, 11. 60604	1
INO AND STREET; (CITY) (STATE)	
herein referred to as "Trustee," witnesseth. That Whereas Mortgagors are justiv indebted to the legatholder of a principal promission note, termed "Installment Note," of even date.	The Above Space For Recorder's Use Only
them with executed by No Teagurs, made parable to Bearer and delivered in and by which note Mortgagors promine to gas the principal sum of One Inougated Five Hut	ndred and ********************
Dollars, and interest from Amig with 29, 1972 on the balance of principal remains	ining from time to time unnaid at the rate of 14,00 per cent
per annum, such principal sur, and interest to be parable in installments as follows: Sevent	ty Two and ***********************************
Dollar on the 23 day 200 10 12 and Seventy Two and	**************************************
the 23 day of each an zero in month thereafter until said note is fully paid, except that	I the final payment of principal and interest, if not sooner paid,
shall be due on the RES day of AMC 1997 air such payments on account to accrued and unpaid interest on the Line and principal balance and the remainder to principal. If	he portion of each of said installments constituting principal, to
the extent nm paid when due, to bear into exister the dare for payment thereof, at the rate of made parable at Lokeside Batik 162 W. Jackson Chicago, Il. 6	
hibiter of the note max, from time to time, in writing appoint, which note further provides that all principal sum remaining unpaid thereon, togethe, with acrived interest thereon, shall recome case default shall occur in the payment, when due, or in containment of principal or interest in ac and confinue for three days in the performance of any other agreement contained in this Trust D expiration of said intere days, without notices, and that all part is thereto severally waise prese	the election of the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid in coordance with the terms thereof or in case default shall occur eed in which even election may be made at any time after the
NOW THEREFORE, to secure the payment of the said on comparation money and interest above mentioned note and of this Trust Deed, and the perform inco of the coverants and agreem uses in consideration of the sum of One Dollar in hand paid. The cript whereof is hereby accepted in the trustee, its or his successors and assigns, the following described Real offusion and being in the City of Chicago COUNTS OF	ents herein contained, by the Mortgagors to be performed, and this knowledged. Mortgagors by these presents CONVEY Advances the estate, right, title and interest therein.
The S 162/3 feet of Lot 23 in Block 2, a Subdivision McGlashan's Subdivision of the N 1/2 of $t^{\rm Mc}$ 1/2 of	of Lots 3,4 and 5 in Stone and the NE 1/4 of Section 10, Township
38 North, Range 14, lying E of Vincennes Avenue reco	
in Cook County, Illinois.  # # ext err a department  for record and a content  for record and a	I and appear by and between the current respit appearing forces to the contrary establishments, see, instruments, representations of sociality and the second of participation for machine the participation of the participation of the second
नी अब है। तक पूर्व के किया है। Hymnight (a compared with the property hereinafter described, is referred to herein as the "Memses; है। तर्व के	If the later seek in the later has been also b
Permanent Real Estate Index Number(s) 20-10-204-043 to port and the state of the st	and the control of th
Addresses of Real Estate 4744 S. Langley Chicago Tanada a Hora	on conversion without an experience of the said forces in the property contained, established the said forces in the property contained, established the said forces in the said forces in the said forces.
TOGETHER Aith all improvements, tenements, easements, and appurtenances thereto bek during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are p scoindarlis) and aid instruces, apparatus, equipment or arriving how or hereafter therein or there and air conditioning (shether single units or centrally controlled), and venitation, including 4 awnings storm doors and windows, floor coverings, inador beds, stoves and water heriets. Ail murral controlled is whether physically attached thereto or not, and it is agreed that all musicings a strong necessors or assigns shall be part. TO HANE AND TO HOLD the premises winto the said Trustee, its or his successors and as	onging, and eleter is, issues and profits thereof for so long and ledged primarily and in a painty with said real estate and not on used to pupply heat least water, light, power, refrigeration without restricting the longoing), screens, window shades, of the foregoing and eleted and agreed to be a nort of the not additions and all similar for their apparatus, equipment or of the morigaged oremis.
herein set forth line from all rights and benefits under and by virtue of the Homestead Exemption Mortgagors do hereby expressly release and wane	in Laws of the State of Illinois, An in read rights and rengitie
The name of a record owner is the and I vist C	A Trustee Truct #1688488
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on herein by reference and hereby are made a part hereof the same as though they were here set	mana 7 seka asa asa adaka apatah 2 sa apatah angan
re-(cessor) is more representation.	over an ring many series are managed on 1914 LF. Louis 1964, 1964, 1964,
Witness the hands and seals of Mortgagors the day and year first above written	クマムゼ
Chicago Title and trust Co. Tufty 10 754	18
THE NAME 3.	800
SGNATIAES Carally Island Scott AT	TEST POLICIES (Seal)
DOEOTHY CATALANO ASST VICE JESS.	ASST. SECRETARY
in the State aforesaid DO HEREBY CERTIFY that DERCINY	I. the undersigned, a Notary Public in and for said County
SEA OFFICIAL SEAL personal known to me to be the same person S. whose name.	The state of the s
"ERE Carolyn Saul appeared before me this day in person, and acknowledged that I	TELY signed, sealed and delivered the said instrument as
Motery Public, State of Bioco. 15 F	s therein set forth, including the release and mainer of the
The state of the s	T 11 1 12
Commission debutes 10	Carte, Hul
Wantement un prepare Brimen Care	was poc
MANE AND ACORESS	AKESTOE BANK
THE HARDING THE PARTY OF THE PA	1320 MILWALKET WEST
55	ATE DECOME
OR RECORDER SOFFICE BOXSO	ERTYVILLE, ILLINOIS 60048

THE FOLLIWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE MEVERSE SIDE OF THIS IRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS,

- I 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 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 nolders 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.
- 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 I rustee or the holders of the note to potent in mortgaged premises and the tien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein at their zed 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, of 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 according to any bill, statem at or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the values, 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 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.
- 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 ary but to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expensive which may be paid or incurred by or on behalf of Trustee or holders of the note for altionness 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 care 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 pursuant to such decree the true condition of the title to or the value of the premises. In addition, all to be end the part of the nature in this paragraph mentioned shall become no 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 imited to probate and bankruptes proceedings, to which either of them shall be a party, either as plaintiff, claims or defendant by reason of this Trust Deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the flor closure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distribut dead applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it has 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; butth, 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 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 of a sole and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Yorigagors, 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 prints. 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 indebredness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup it 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 officiency.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acress thereto shall be permitted for that purposa
- 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 ocis or omissions hereunder, except to 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 he rol 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 berein 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.
- 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 becorder of Depts of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical file, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts beforehed 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 inner fighter to? 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
HOULD BE IDENTIFIED BY THE TRUSTEE, REFORE THE	The state of the s
RUST DEED IS FILED FOR RECORD	