FORM NO. 206 February, 1985 TRUST DEAT (LLIND ST For Use With Note Form 1448

(Monthly Payments Including Interest)

	and the control of t
THIS INDENTURE, m	nade July 22. 19.92
etween Frede	erick J. Proceel, a bachelor,
4235	N. Leavitt, Chicago, Illinois
	DEPT-01 RECORDING \$23
(NO. AND	OSTREET)
ein referred to as "M	tortgagors, and Henry A. Proesel Descendants COOK COUNTY RECORDER
rusts Partne	
70 McNamara	& Company, Ltd. Rd., Suite 207. Arlington Hts., IL OSTREE!) (CITY) (STATE) 60004
DIANON)	STREET) (CITY) (STATE) 60004
ein referred to as "T.	rustee," witnesseth: That Whereas Mortgagors are justly indebted The Above Space For Recorder's Use Only
ewith, executed by M	ornerinal promissory note, termed "Installment Note," of even date deriggers, made payable to Bearer and delivered, in and by which the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and 00/100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and 00/100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and 00/100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand" and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand" and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand" and Nine Hundred and No. 100 to pay the principal sum of "Iwo Hundred Sixty-One Thousand" and Nine Hundred Sixty-One Thousand and Nine Hundred And
	to pay the principal sum ofwo_numbers of feet and numbers and numbers and out two
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all be due on the22	2ndvv September, 1992; otion nyaposororororororokotokotokotokotokotokotokot
	ORIGINAL TO THE MEMORIAL PROPERTY OF MEANING FOR HOLD REPORTED AND SERVICE SHARPS AND SILVED BANGER OF THE CONTRACT OF THE PROPERTY OF THE PRO
nda osvable at MCNA	imara & Co. 1td 1845 E Rand Rd. Suite 207. Arlington Howard such other place as the legal
ider of the note may, f	mara & Co. 1td., 1845 E. Rand Rd. Sulte 207, Arlington Hossis such other place as the legal from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the
acipal sum remaining e default shall occur i	unpaid thereon, "gether with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in a the payment, when due on any installment of principal or interest in accordance with the terms thereof or in case default shall occur ays in the performance of any content and time after the
I continue for three da	ays in the performance of any c'her agreement contained in this Trust Deed (in which event election may be made at any time after the days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of
otest.	
NOW THEREFOR ove mentioned note m	RE, to secure the payment of the (aid p) incipal sum of money and interest in accordance with the terms, provisions and limitations of the aid of this Trust Deed, and the performed of the covenants and agreements herein contained, by the Mortgagors to be performed, and
o in consideration of	nd of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONYEY AND rustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
are. Iving and being i	in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:
LOT 35 IN	HARM'S SUBDIVISION OF THE PART OF LOT 3 IN BLOCK 1 IN W.B. OGDEN'S
	ON OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF NORTH PENUE, IN COOK COUNTY, ILLINOIS
	THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF NORTH
OAKLEY AV	ZENUE, IN COOK COUNTY, ILLINOIS
hich, with the property	y hereinafter described, is referred to herein as the "premises,"
	Index Number(s): 14 - 18 - 312- 012 - 0000.
•	(005 N. T. P. MITTER CONTRACTOR TYTENOTO
idress(es) of Real Esta	ate: 4235 N. LEAVITT, CHICAGO, ILLINO'S
TOGETHER with	all improvements, tenements, easements, and appurtenances thereto belonging an Jolt rents, issues and profits thereof for so long and
ring all such times as I condarily), and all fixt	Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarly and on a parity with said real estate and not uses, apparatus, equipment or articles now or hereafter therein or thereon used to support y heat, gas, water, light, power, refrigeration
d nie conditioning (w	hether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, and windows, floor coverings, inader beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the
setonged neemises whe	ether physically attached thereig or not, and it is agreed that all buildings and additions and ill similar or other apparatus, edulpment of
ncles hereafter placed TO HAVE AND TO	in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. O.HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the jurpo es, and upon the uses and trusts
rein set forth, free from	O HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the jurpo es, and upon the uses and trusts mall rights and benefits under and by virtue of the Homestead Exemption Laws of the State of the jurpo es, and upon the uses and trusts mall rights and benefits under and by virtue of the Homestead Exemption Laws of the State of the jurpo es, and upon the uses and trusts mall rights and benefits are said rights and benefits are said rights and benefits are said rights.
e name of a record ow	where is: Frederick J. Proesel
rein by reference and reessors and assigns.	hereby are made a part hereof the same as though they were here set out in full and shall be binding on fortgagors, their heirs,
	and spale of Mortgagors the day and year first above written.
مر	
PLEASE PRINT OR	(Seal)
E NAME(S)	Frederick J. Proesel (Seal)
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PE NAME(S) BELOW	Frederick J. Proesel(Seal)(Seal)
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PE NAME(S) BELOW NATURE(S) THE OF Illinois, County RESS EAL ERE	Frederick J. Proesel (Seal) (Seal) (Seal) (Seal) (Seal) I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frederick J. Proesel, a hachelor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homesters.
PE NAME(S) BELOW INATURE(S) ILLE OF Illinois, County PRESS EAL ERE	Frederick J. Proesel (Seal)
PE NAME(S) BELOW BELOW ANATURE(S) THE OF Illinois, County PRESS FEAL FERE FERE THE OF	Frederick J. Proesel (Seal) (Seal) (Seal) (Seal) (Seal) I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frederick J. Proesel, a hachelor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homesters.
PE NAME(S) BELOW NATURE(S) TE Of Illinois, County THESS EAL ERE THE	Frederick J. Proesel (Seal)
PE NAME(S) BELOW INATURE(S) THE OF Illinois, County PRESS EAL ERE PRECIATE TO THE PROPERTY OF	Frederick J. Proesel (Seal)
PE NAME(S) BELOW SINATURE(S) LICE OF Illinois, County PRESS EAL SERE	Frederick J. Proesel (Seal)

- THE FOLLOWING ARE THE COVEN ITS COND TIOLS AND PROVIDED REPEARED TO SUPPLIE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A A PET OF THE TRUST DIED WHICH THERE BROINS:

 1. Mortgagors shall (1) keep sand 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. 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 Mortgagora 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 Mortgagors id 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 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 on the emon account of any default hereunder on the part of Mortgagors.
- 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, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valudity 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 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. herein contained
- 7. When the indebtedness hereby secur c 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 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 deb'. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and c penses 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, outla's for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after 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 a 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due 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) my action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plainife. Islimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the irreclosure 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, including but not limited to prob 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 upper defourth, 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 De.d. th. Court 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 tree, value of the premises or whether the same shall be there 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 sale and a deficiency, during the full statutor begins of redemption, whether there be redemption or not, as well as during any further times whin Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby, or by unopposite the receiver to apply the net income in his hands in payment in whole or in part of: (1) This is debtedness secured hereby or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of
- 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 cleess 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 to prove acts or omissions hereender, 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 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 bereby 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.

	The Installment Note mentioned in the within Trust Deed has bee
IMPORTANT	
FOR THE PROTECTION OF BOTH THE BORROWER AND	identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED	
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	
IRUSI DEED IS FILED FOR RECORD.	Trustee