COPY 0 92715670 TRUST CE ED CL INO S For Use with Note Form 1848

(Monthly Payments including interest)

makes any womanny with rosp	pect thereto, including any warranty of merchantabilit	ty or litness for a particular purpose.	
	. made <u>September</u>		The solution of the second of the second
	VILLIAM J. ASSELBORN, J.		1 . 网络克莱斯 新花 医腹膜畸形的
	IS WIFE, AS JOINT TENAN	the second section is a second	DEPT-01 RECORDING \$23.50
804 Arguilla	a Drive. Glenwood NOSTREET) (CITY) 'Montgagors," and	. Illinois	T44444 TKAN 7842 09/25/92 15:08:00 +7017 0 *-92-7.15670 COOK COUNTY RECORDER
	Appland Chicago		
Samuela en Comunit des parts	Ashland, Chicago, (CITY) ND STREET) (CITY)	lactorgore are built included	# 3
 to the legal holder of a herewith, executed by note Mortgagors prom 	"Trustee," witnesseth: That Wherens Mo i principal promissory note, terpied "is a Mortgagors, made payable to EXAM it hise to may the principal sum of	Hollment Noton July or a day of the hadren of the holls and selected in the selected	The Above Space For Recorder's Use Only X. HUNDRED TWENTY SIX AND 51/100 aining from time to time unpaid at the rate of Prime+2% reent
per annum, such princi	ipal sur and interest to be payable bein		1) The first market the separation of the control o
Dollars on the21s	it. day o'	and	Dollars on
shall be due on the to accrued and unpaid if the extent not pald who	interest on the unpa dorincipal balance at the due, to bear intriest, fier the date for	and the remainder to principal; for payment thereof, at the rate	at the final payment of principal and interest, if not sooner paid, and of the indebtedness evidenced by said note to be applied first the portion of each of said installments constituting principal, to principal, to principal, to principal, to principal or at such other place as the legal at the election of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notice, the state of the legal holder thereof and without notices.
and continue for three expiration of said three	in the payment, when due, o' any install days in the performance of any c.h. agree days, without notice), and thur all part	reement contained in this Trust ties thereto severally waive pre-	Deed (in which event election may be made at any time after the sentment for payment, notice of dishonor, protest and notice of
situate. lying and being	in the Village of Glenw	wood, COUNTY O	ist in accordance with the terms, provisions and limitations of the ments herein contained, by the Mortgagors to be performed, and acknowledged, Mortgagors by these presents CONVEY AND it Estate and all of their estate, right, title and interest therein, and all of their estate, right, title and interest therein, and all of their estate.
NORTHWEST 1, MERIDIAN, A	/4 OF SECTION 4, TOWNSH	HIP 35 NORTH, RANG 4 OF SECTION 33, T	R UNIT #7, A SUBDIVISION IN THE E 14, EAST OF THE THIRD PRINCIPAL OWNSHIP 36 NORTH, RANGE 14, EAST LINOIS.
		7/)	
which, with the proper	rty hereinafter described, is referred to h	ierein as the "premises,"	
Permanent Real Estate	e Index Number(s): 32-04-11	2-009	92715670
	state: 804 Arquilla Dri		k. Tednois
TOGETHER with during all such times as secondarily), and all fix and air conditioning (wawnings, storm doors a mortgaged premises wharticles hereafter placed TO HAVE AND herein set forth, free from Mortgagors do hereby e	all improvements, tenements, casements Mortgagors may be entitled therete (witures, apparatus, equipment or articles whether single units or centrally control and windows, floor coverings, inador better physically attached thereto or not, d in the premises by Mortgagors or their FO HOLD the premises unto the said Tr	nts, and appurtenances thereto be thich rents, issues and profits are now or hereafter therein or the illed), and ventilation, including sids, stoves and water freaters. A, and it is agreed that all building a successors or assigns shall be particle, its or his successors and wirtue of the Homestead Exemp	belonging, and all ant, issues and profits thereof for so long and a pledged prime, ity and on a parity with said real estate and not reon used to supply teat, gas, water, light, power, refrigeration g (without restricting the foregoing), screens, window shades, All of the foregoing are cleared and agreed to be a part of the sand additions and all an illar or other apparatus, equipment or art of the murigaged premises. assigns, forever, for the par, oses and upon the uses and trusts often Laws of the State of Illinois, y, ich said rights and benefits
This Trust Deed co	nsists of two pages. The covenants, cond	gainesque enclaivorq bee ancitif	on page 2 (the reverse side of this Trut (Deed) are incorporated
herein by reference and successors and assigns.	d hereby are made a part hereof the sa	me as though they were here i	et out in full and shall be binding on bur, 'e, gors, their heirs,
Witness the hands,	and seals of Mortgonors the day and yea	1	Y was sent to the
PLEASE PRINT OR	WILLIAM ASSELB	ORN, JR. (Seal)	JOYCE ANN ASSELBORN (Scal)
TYPE NAME(S) BELOW			
SIGNATURE(S)		(Seal)	(Scat)
State of Illinois, County	in the State aforesaid, DO HEREB	SY CERTIFY thatWU	I, the undersigned, a Notary Public in and for said County LIAM J. ASSELBORN, JR. AND JOYCE
	WILLIAM J. ASSELBO	RN, JR. AND JOYCE	ANN ASSELBORN, HIS WIFE AS JOINT TENANTS-
IMPRESS SEAL LIEDS			ne 8 872 subscribed to the foregoing instrument,
HERE	their free and volum		They signed, sealed and delivered the said instrument as coses therein set forth, including the release and waiver of the
	ight of homestead.		
Given under my hand an	nd official seal Official SEAL" PATRICK D. TYLER.	day of Sign	tember 19 92
	Notary Public State of Illino	als 2 C Apin 1	Notary Public
	par with by commission Explicit 10/2/95	NAME AND ADDRESS)	and, Chicago, Ill 60625
Mail this instrument to			
	T 15	— — 1. 1. 1	
	(CITY)	1. 上型。2	(STATE) (ZIO CODE)
OR RECORDER'S OF	THE PARTY NAMED IN COLUMN	24443 24443	STATE STATE PHY 2 500 CODE) S ASHIANA 2 5

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND REPORTS FOR THE PROPERTY OF THE REVERSE SIDE OF THIS TRUST DEED AND THE COMMA PART OF THE TRUST DEED WINGS 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 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. Mortgagora 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 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 protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein ay horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notic, 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 account of the mon 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, tate ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vandity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each tem 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 secured 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 lieb. 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 remeases 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, outh 7s 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 scarches and examinations, guarantee policies. Torrens certificates, and similar chain 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 vidence 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 immedite by 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 any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plain tiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby commenced; or (c) preparations for the commencement of any suit for the fired owner had actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be districted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure preceedings, including a', such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted here additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining the 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 De 4, the 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 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time view 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 sail period. The Court from time to time may authorize the receiver to apply the not income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been membered 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 deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any prevision 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 recess 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 Trust e 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 the 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 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 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.

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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.

dentified	herewith under Identification No.					
	· ·					
	~ 					
Trustee						

The Installment Note mentioned in the within Trust Deed has been