92796919

TRUST DEED (KLINO'S) For Use With Note Form 1448 Inthly Payments including Interest)

(Monthly Payments including Interest)	
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Legal Description: Lot 9 in Block 60 in Hanover Highland U.F. Nur Section 30, Township 41 North, Range 10, East of the Third Purc 12/20/68 as Document 20,710,037 in Cook County, Minois.	6.
Section 30, Township 41 to 51,037 in Cook County, Minois. 12/20/68 as Document 20,710,037 in Cook County, Minois.	6 -
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THE FOLLOWING ARE THE COVENANTS, CONDITION OF THIS TRUST DEED) AND WHICH FORM A PART CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE REVERSE SIDE M A PART OF THE TRUST DEED WHICH THERE REGINS.

- 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 dantaged or be destroyed; (3) keep said premises from mechanic's liens or lens 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 at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to 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; newer 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 aote, 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 hereinbefire 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 any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable any other moneys advanced by Tastee or the which action here a lightly mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning payable without notice an lightly microst thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a warver of any right accurage to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the or Hers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do seconding 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 value 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, not without not interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors.
- 7. When the indebtedness hereby security hall 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 debtedness in the decree for sale all expenditures at dexpenses which may be paid or incurred by or on behalf of Trustee or holders of the note for (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 enaminate increasing the reasonably necessary either to prosecute such said or to evid ace to bidders at any sale which may be had pursuant to such decree the true or of the tother of the tother of the note may deem to ome so much additional indebtedness secured hereby and immediately due and expenses of the nature in this paragraph mentioned shall be paroceedings, to which enter of holders of the note in connection with (a) in a tion, suit or proceeding, including but not limited to probate and binkrujitely secured; or (b) preparations for the defense of any threatened suit or proceeding, including but not limited to probate and binkrujitely secured; or (c) preparations for the defense of any threatened suit or proceeding, including but not limited to probate and binkrujitely secured; 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.
- 8 The proceeds of any fereclosure 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 it ms as are mentioned in the preceding paragraph hereof; sucond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with sentiatives 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 Cour, in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no dee, without regard to the solvency or insolventy occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such a periodic or whether the same shall be then issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sile and a deficiency, during the interpret of or redemption, whether there be redemption or not, as well as during any further times when, shortungeous, except for the intervention of the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be necessary or are usual in such cases for decree, provided such application is made prior to foreclosure saie; (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 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 arces, 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 to 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 acts or omissions 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 incepts 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 such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor 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 note herein described any note which bears a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as the minimal substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

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note and which purports to be executed by the persons herein designated as makers thereof.	nerein contained of the principal
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14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles is 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.	which this was a shall have
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shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act of Trustee, in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall be authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation. 15. This Trust Deed and all provisions become shall.	Page 1 and 1
15 The prosect, and any Trustee or successor shall be entitled to reasonable companying	ve the identical and
13. Inst I rust Deed and all provisions harned shall	formit was perfected becaused

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 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 Installs	ent Note	mentioned in	the	within	Trust	Deed I	has been
identified h	erewith u	nder Identifica	acitica	No		 -	