This Indenture, Made this

20th day of

October A.D. 19 92

between Marlin P. Rauch and Mary Lee Rauch, husband and wife

of the Village of Orland Park

in the County of

. . 1.

In the State

of Illinois , Cirantors, and Mokana State Bank of the County of Will, and State of Illinois, as trustee, Crantee.

WITNESSETH: THAT WHEREAS, the said

Marlin P. Rauch and Mary Loo Rauch, husband and wife

grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer and by the grantors duly executed and delivered to the said trustee for the use and benefit of the legal owners and holders thereof. Said note is for the principal sum of Thrity Four Thosuand (\$34,000,00) Dollars, and is due and payable as follows: Five Hundred Twenty One and 50/100 (\$521.50) Dollars, or more, to be paid on the 24th day of November, A.D. 1992, and payments of Five Hundred Twenty One and 50/100 (\$521.50) Dollars, or more, to be paid on the 24th day of each and every month thereafter, from which payments interest at the rate of seven and one-half (7.5%) per centum per annum on the whole sum remaining from time to time unpaid, shall first be deducted and balance applied on the principal until final balloon payment due on October 24, 1997. Paymeths and interest not paid when due to bear interest at the rate of seven and one half (7.5%) per centum per annum, until paid. Both principal and interest being payable at the office of the Mokena State Bank, Mokena, Illinois.

Lot 5 in C. J. Mehling's Mayel'ri Silver Lakes Estates Unit No. 1, a Subdivision of part of the west 90 acres of the north 120 acres of the Northwest 1/4 of Section 11, Township 36 North, RAnge 12, Eas' of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 27-11-104-005

C.K.A. 14341 S. 85th Avenue, Orland Paik, IL

Hereby releasing and waiving any and all rights of exemption ir or to said premises whether by virtue of Homestead Exemption Laws of the State of Illinois or bankruptcy laws of the United Stat's of America.

TO HAVE AND TO HOLD the above described premises, with the argortenances and fixtures unto the said party of the second part and its successors and assigns forever, for the uses and purposes and expose the trusts herein set forth.

If, after first obtaining a written consent of the legal holder of said principal note, the owne shir of the above described premises, or any part thereof (including, but not limited to: equitable ownership thereof by agreement for a cd, deed in trust or other instrument), becomes vested in a person other than the grantor, the legal holder may deal with such successors or successors in interest with reference to this trust deed, and the debts hereby secured, in the same manner as with the grantor without in any manner vitiating or discharging the grantor's liability upon the indebtedness hereby secured. The grantor shall at all times continue primarily liable on the indebtedness secured hereby until this trust deed is fully discharged or grantor is formally retract by an instrument in writing duly executed by the grantee. Any sale, assignment or transfer of any right, title or interest in and to said premises or any portion thereof shall not be made without first obtaining written consent of the legal holder of the note secure the without the written consent of the legal holder shall constitute an event of default.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or buildings thereon or construction of any new improvement thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lighting and those hazards-covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said legal holder the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as its interest may appear; not to suffer or permit: (1) any liens of mechanics or material men or other claim to attach to said premises; (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4) without written consent of the trustee, (a) any use of said property, any apparatus, fixtures or equipment leased or subject to Security Agreement. And in the event of the failure of said grantors so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien, of any mechani

And as security for the performance of their aforsald obligations to provide insurance on said premises and pay all taxes thereon, grantors further covenant and agree that together with and in addition to each of said payments or principal and interest payable under the terms of said Note, they will (subject to any applicable limitations imposed by Chapter 17 Illinois Revised Statutes as amended, Sections 4901-5001, inclusive, relating to the Administration of escrow accounts or 12 United States Code Section 2609

IN CASE OF DEFAULT in the payment of principal, interest or any installment thereof provided in said note, and, notwithstanding any provisions in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other tien or charge upon any of said real estate, or for partition thereof, or upon the filling of a proceeding in bankruptcy by or against any out or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, the whole of said indebtedness shall, at the option of the legal holder thereof, without motice, become immediately due and payable and shall be recoverable by foreclosure hereof or by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise bereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and dispursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, nutinys for documentary evidence, stenographer's charges, cost of furnishing a Guarantee Title Insurance Policy (i.e. the amount of the foreelosure sale price) or complete abstract to said premises, shall be paid by the grantors: that the like expenses and disbursements, occasioned by any sult or proceeding wherein the grantee, or any holder of any part of suld indebtedness, as such may be a party, shall also be paid by the grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered (n s) ch proceedings, and that such proceedings shall not be dismissed, nor shall any order for the safe of said premises be emered unitar are same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, excesses and distursements, and the costs of such suit have been paid. 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 insale of the foreclosure proceeding, including all such items as are mentioned in the preceding sentence of this paragraph; Second, any amounts advanced by the graph is or holder for taxes, assessments, purchase of tax liens or titles, insurance or settlement of mechanic's or material men's lient as aforesaid; Third, all interest and principal remaining unpaid on the indebtedness evidenced by said note; Fourth, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by said note, with interest thereon as herein provided; Fifth, any over-plus to grantors, their legal representatives or assigns, as their rights may appear.

The Gramors waive all right to the possestion of, and income from said premises pending foreclosure of this trust deed (including but not limited to any period of redemption ther in or any period of special right to redeem, and whether or not there be redemption during the period of any special right to redeem, and pending any other action relating to said premises wherein said trustee or said holder shall be a party; and grantors covenant and agree that upon the filing of any Complaint to foreclose this trust deed, or upon the commencement of any other action relating to ald premises, the Court in which such Complaint is filed or such other action is commenced may at once and without notice to granter, or any party claiming under them, place grantee or said holder of said indebtedness in possession of said premises pursuant to CH 11., il. REV STS, as Amd, Secs 15-1701 thru 15-1703, or, at the option of grantee or said holder, appoint a receiver to take possessio, and charge of said premises during such pendency with all of the power, and duties provided in CH 110, Il. REV STS, as Amd, S c 15-1704, the balance of receiver's receipts (as referred to in said Sec 15-1704 (d) (8)), to be applied on the payment of the amount's secured hereby.

If there be only one person designated herein as grantors, sa d word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed as plural, shall be read and construed as singular.

In the event of the refusal, resignation or inability of the grantee and as trustee, then..... trust and the then Recorder of Deeds of said Will County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the

WITNESS the hands and seals of the grante	-		وبر، يوس	A.D. 19
This document prepared by	maila	Race	(SEA	
Kay D. Weidner, Administrative	Marlin & Rauch			
Mokena State Bank		may Lee	Buch	(SEA
11100 Front St.	Mary Lee Javah			
Mokena, Illinois		насу	duan	(SE/
STATE OF ILLINOIS COUNTY OF WILL } ss			0,	
DO LICOPDY CEDWICK AL.	n P. Rauch a	nd Mary Lee Ra	uch	ty , in the State aforesa ares hefore me this day
person, and acknowledged thatthey, the uses and purposes therein set forth, include	signed, set			ree and voluntary act,
GIVEN THE PROPERTY OF THE CONTROL SCRIPT	- 20th	day of	Octo	ber A.D. 19
"OFFICIAL SEAL"	\$	Ka	(2)0)0	A dos
Cay D. Weldner Notary Public, State of Minels	§	- June	Notary Public	
My Commission Expires 2/15/95	}	0		
· · · · · · · · · · · · · · · · · · ·	<i>.</i> 2			
MAI Fee:	STA	(y)	11	1 1 1
Fee: S		Log 34,	3	
S8.00 PAID L TO: Moket P.O. Moket	TE OF ILLING County of Will	Loan No. 34,000.00		Marlin P
	를 위	0 Z Z	-	c F
PAID Mokena (P.O. Bo) Mokena,	ا ا	vo. 5	Mokena	
	~ ZE		e e	E 120 U
	of Will	Lí 5 years	n	Rauch husband
\$ 'A'		1.2450 rs at	State	TO Danie
A Rec OX	\	1 58	i ii	((<u>()</u>
BOX 333 PAID Recorder Mokena State Ban Mokena, 11 6044			N	
OX 333 Recorder of ate Bank 158 158		7 7	Bank	Mary
∞ ° °	S.	ا ن ع	13	tary vife

Recorder of Deeds