UNOFFICIAL COPY 2 2 2

For Use With Note Form 14/3 (Monthly Psyments Including Interest)

CALITION: Consult is temper before using or accuration and term requires to published for a particular purpose, makes any warranty with respect thereto, including any marranty of marchaniasistry or litiness for a particular purpose.	_
-5 Puls -12	
THIS INDENTURE, made Prester a wicker	. DEPT-01 RECORDING \$23.
between	. T#4444 TRAN 1018 11/10/92 10:00:00
CAM S I was Ave Bushank IL	, 47764 + D *-92-837232
NO AND STREET A KES CITY E BISTATELY K	. COOK COUNTY RECORDER
1338 MILWAUKEE AVENUE	92837232
LIBERTYVILLE, ILLINOIS 60048	
(NO AND STREET) (CITY) (STATE) referred to as "Trustee." * invesseth. That Whereas Mortgagors are justly indebted to the legal holder of a "macipal promissory note, termed "Installment Note." of even date	The Above Space For Recorder's Use Only
perewith, executed by A. ortgagors, made payable to bearer and delivered, in and by which	10,000
Dollars, and interest from Oet 22, 1717 on the balance of principal remai	ining from time to time unpaid at the rate of 14.0 per cent
per annum, such principal sum and interest to be payable in installments as follows: Dollars on the 21 days. Acv., 1973and 155.34	Dollarson
the 21 day of each and every month thereafter until said note is fully paid, except that	t the final payment of principal and interest, if not sconer paid,
shall be due on the 21 day in	it of the indebtedness evidenced by said note to be applied first he portion of each of said installments constituting principal, to
the extent not paid when due, to hear intire it after the date for payment thereof, at the rate of	of 14.5 per cent per annum, and all such payments being
11 1. Cale	t the election of the legal holder thereof and without notice. Inc
principal sum remaining unpaid thereon, togeth it with accrete interest thereon, shart become	condance with the terms thereof of in case default shall avoir
case detault shall occur in the payment, when due, o a y installment of principardi intest in and continue for three days in the performance of any other agreement contained in this Trust D expiration of said three days, without notice), and that all parties thereto severally waive prese	Deed (in which event election may be made at any time after the entment for payment, notice of dishonor, protest and notice of
protest.	in accordance with the terms, provisions and limitations of the
above mentioned note and of this Trust Deed, and the perferr can be of the coverants and agreem	ients herein contained, by the Mortgagors to be performed, and cknowledged, Mortgagors by these presents CONVEY AND
above mentioned note and of this Trust Deed, and the perfect fan e of the covenants and agreem also in consideration of the sum of One Dollar in hand public. The receipt whereof is hereby as WARRANT unto the Trustee, its or his successors and austigns (the fellowing described Real situate, Ising and being in the State of the State of Country OF	Estate and all of their estate, right, title and interest therein. AND STATE OF ILLINOIS, to wit:
induce. Is nig and teeing in the	
Lote 22 and 23 in 87th and Long Avenue Addition of the West half of the South West quarter of Section 33, Townsh	the South East quarter tip 38 North, Range 13,
East of the Third Principal Neridian, in Cook C	bonty, Illinois.48
'//x.	₉₂₈ 37232
which with the property becomafter described, is referred to berein as the "premises."	92837232
which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 19-33-303-015	
Permaneni Real Estate Index Number(s): 19-33-303-015	7 016
Permanent Real Estate Index Number(s): 19-33-303-015 Address(es) of Real Estate: 8614 5 Layed Ave,	3-4016 Birkbonk 11
Permanent Real Estate Index Number(s): 19-33-303-015 Address(es) of Real Estate: 8614 5 Level Ave TOGETHER with all improvements, tenements, easements, and appurtenances thereto be	Problems and all ents, issues and profits thereof for so long and other profits the real estate and not
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THE FOLLOWING ARE THE COVEN AND CONDITIONS AND PROVISIONS PERSONS THE TRUST DEED WHICH THERE BEGINS.

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild inty 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 hen 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 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 alternations 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. 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 expira, 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 of 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 therewish, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to rotect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein it of the rized 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 time per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruin. The 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 valid ty of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the renormal 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.
- 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, by the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage delit. 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 exp. nses 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 offer entry of the decree) of procuring all such abstracts of title, little searches and examinations, guarantee policies. Torrens certificates, and similal da a 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 10 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 immediate vidue 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 (1) any action, suit or proceedings, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plain iff, charant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the k reclosure 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 which might affect the premise
- 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedings a dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpride 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 Dela, 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 no ice, 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times will. 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 sale period. 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 indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior 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 concerns.
- 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 excess 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 for r.v 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 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 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 and which purports to be executed by the persons herein designated 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 this instrument the instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument this instrument is a been recorded or filed. In case of the death, resignation, inability or refusal to act, the then Recorder 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 between and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for an act, performed the resulting 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 between and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for an act, performed the resulting 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 between and authority as are herein given Trustee.
- 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.

The Ins	tallment	Note	mentioned	ín	the	within	Trust	Deed	has	been
identified herewith under Identification No.										