## TRUST DIED ICLINIFF FORM NO 1206 COPY 3

(Monthly Payments Including Interest)

THIS INDENTURE	, made May 14	19_93		
	nel Troccoli		. DEPT-01 RECORDING	\$23.
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4190 Dixon f	Orive, Hoffman Est	ates, Illinois	1	- <del>9</del> 6/92/93 09:47:06 -
(NO A	ND STREET) (CITY) "Mortgagors," and Heidi Troc	(STATE) coli (Schwank)	. #4458 # ★*学 COOK CEUNTY RE	3-415413
serein referred to as '	Morigagors, and House		. COOK COOK! I'L	COMPER
	yden, Arlington Heights	, Illinois		
saram referred to as	Trustee " witnesseth: That Whereas Mort	pagers are justly indebted	The Above Space For Record	der's Use Only
	a principal promissory note, termed "Instal Mortgagors, made payable to Bearer and hise to pay the principal sum of		Five Thousand and 00/10	70
		the balance of commission become	ning from time to time uppoid at the rate of	r no percent
er annum, such princ locument and Polars on the Baid in full	mal sum and interest to be payable <b>Komuse</b> the said property shall and by November 15 1994 and by November 15 1994	imager as follows: upon the placed upon the	the sale of the property e market for sale if the emarkethaman sale is the	NOTE has not be Dollars on Kif not sooner paid,
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rincipal sum remainit ase detault shall occur nd continue for three xpiration of said three rotest	residence of bearer. I from time to time, in ward, gappoint, which is unpaid thereon, to caner with accrued it in the payment, when due, of any installing days in the performance of any other agreed edgys, without notice), and that all parties	nterest thereon, shall become nt of principal or interest in ac ment contained in this Trust D thereto severally waive prese	ecordance with the terms thereof or in case ed (in which event election may be made nament for payment, notice of dishonor, a	at any time after the protest and notice of
NOW THEREFO	ORE, to secure the payment of the sa 1 print and of the Trust Deed, and the performance of the sum of One Dollar in hand paid, for Trustee, its or his successors and assigning in the Village of Hoffman is	e of the covenants and agreem	ents herein contained, by the Morigagors i knowledged, Mortgagors, by these presen	o be performed, and
ot 36 in Blo	ck 7 in Winston Knolls Und 30 all in Township 42 N the plat thereof recorded	nic Number 2, bei North, Pange 10, 1	ng a subdivision of part East of the Third Princi	s of Sections pal Meridian.
pril 14, 196	9 as Document 20808713.			•
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hich, with the proper	rty hereinafter described, is referred to here	ein as the "premises "		
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- 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. 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 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 Morigagors 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 potent the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein at the reasonable 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, of them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the lobers 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 validity of any tax, assessment, sale, furfeiture, 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 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
- 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 debt. In 2.3 uit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenditures. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after .m. y of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar fat, 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 evider ce 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, the end 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 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 planning, d'in any or defendant, by reason of this Trust Deed or any indebtedness hereby received, or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the securit
- 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 supplies as are mentioned in the preceding participable hereof; second, all other items which under the terms hereof constitute secured indebtedner, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpends courth, 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 Deed, 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 notice, 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 of not, as well as during any further times when 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 front time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a prior 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 differency.
- 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 piceus 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 Truste 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 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 Dreds 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.

in the within Trust Deed has been The Installment Note mentioned IMPORTANT identified herewith

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.