GEORGE E. COLE '

## CHAL COPY TRUST HE EN ILLING ST For Use with Note Form 1448 (Monthly Psyments Including Interest)

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makes any wantanty with re-	престоянно, инспионед вту менталлу от текспелеванну от пленая лог и рагисских рагрова.	4	
	, June 30 ,,, 93		· 2 ·
THIS INDENTURE	E, made	- DEPT-01 RECORDING	× <b>\$23,</b> 5
between JERLIME	E V. FRAZEL and NANCY H. WILDER,	. T\$5555 TRAN 6113 07/09/	/93 10:22:00
his wife,		45453 4 9e	m eximate en
	ckstone, Unit #2, Chicago, Illinois	45453 4 44-923-53	20.200
herein referred to as	AND STREET) JOANNE K. FRAZEL (STATE)		
10036 S. Wir	nchester Chicago Illinois	93528208	
	nchester Chicago Illinois ANOSTREET: (CITY) (STATE)	90000	
herein referred to as	"Trustee," witnesseth: That Whereas Mortgagors are justly indobted a principal promissory note, termed "Installment Note," of even date	The Abuve Space For Recorder's Use	Only
herewith, executed by	or the same of the contraction of the first than the same and distinguished for any third with the	THREE HUNDRED and 00/100(\$97	7,300.00) —
Dollars, and interest.	from July 1, 1993 un the balance of principal rema	ining from time to time unpaid at the rate of 6.47	7 percaul
per annum, such prin	from July 1, 1993 on the balance of principal remainstipal sup and interest to be payable in installments as follows: SIX H	UNDRED THIRTEEN and 08'100(5	(613.96)
Dollars on the デデジア	day of 3 they and ben included the	KIEDY CIKE US/100 - (7013.00)	Dollars on
shall be due on the _	of each and erry month thereafter until said age is fully paid, except the 1st dry of June 28 201 such payments on accound interest on the care id principal; the same and the remainder to principal; the same and the same	it of the indebtedness evidenced by said note to be a	other paid, opplied first
to accrued and unpaid	d interest on the ( n, e id principal balance and the remainder to principal) t then due, to bear interes: after the date for payment thereof, at the rate c	he portion of each of said installments constituting p	rincipal, to
. ~	with the company of t	· · · · · · · · · · · · · · · · · · ·	
holder of the note ma principal sum remain	Inicago, 11111338  by, from time to time, in wishing appoint, which note further provides that a ting appaid thereon, together with accrued interest thereon, shall become	it the election of the legal holder thereof and without at once due and payable, at the place of payment of	uotice, the loresaid, in
ase Gelaun shall occu	ur in the payment, when due, of an installment of principal or interest in a e days in the performance of in virition agreement contained in this Trust E see days, without notice), and that all parties thereto severally waive presi	ecordance with the terms thereof or to core default.	alsolt avvour
orotust,			
ionye me <b>nbon</b> ed noti	ORE, to secure the payment of the said principal sum of money and interest and of this Trust Deed, and the performance of the covenants and agreem	ients betein contained, by the Martonanes to be week	would and
ilso in co <b>nsider</b> ation YARRANT unto the	of the sum of One Dollar in hand paid, the riceipt whereof is hereby as Trustee, its or his successors and assigns. In fallowing described Real	cknowledged, Mortgagors by these presents CONV  Estate and all of their estate, right, title and intere	VEY AND
ituate, lying and beir	ng in the City of Chicago COUNTY OF	Cook AND STATE OF ILLING	IS, to wit:
OFFFDDFO T	YO AS PARCELL: LOTS 1. 2 AND 3 IN THE REHUBDIVISION OF "F"	" LOIS I AND Z IN BLOCK 65 IN HIDE PARK A	,
THIED DEIN	ON OF THE HORTH EAST 1/4 OF THE NORTH EAST 1/ OF SECTION 1 ICIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO	DECLARATION MADE BY THE CHICAGO TITLE AND	)
TRUST COMP	PANY, AS TRUSTEE UNDER TRUST NUMBER 4326 AND RECORDED IN T AS DOC # 20244710 TOOFTHER WITH AN UNDIVIDED VERIENTAGE	HE OFFICE OF THE RECORDER OF COOK COUNTY, INTEREST IN SAID PARCEL (EXCEPT FROM SAID	;
PARCEL THE	E PROPERTY AND SPACE COMPRISING ALL UNITS THEREOF AS DEFINE	D AND SET FORTH IN DECLARATION AND SURVEY)	}
IN COOK CO	CUNTY, ILLINGIS.		
which, with the prope	erty hereinafter described, is referred to herein as the "premises,"	93528209	4
Permanent Real Esta	ate Index Number(s): 20-14-210-037-1017		•
Address(es) of Real E	SEAR C Displestone 40 Chicago 77	( )	
TOOFTUED	th officerous manter transmission and an arrival and a second		
nuring an such (times to econdarily), and all found air conditioning (whings, sturm doors norigaged premises writicles bereafter place TO HAVE AND crein set forth, free forth	as Mortgagors may be entitled thereto (which rents, issues and profits are fixtures, apparatus, equipment or articles now or hereafter therein or the (whether single units or centrally controlled), and ventilation, including and windows, floor coverings, inador beds, stoves and water heaters. A whether physically attached thereto or not, and it is agreed that all buildings od in the premises by Mortgagors or their successors or assigns shall be part of the DLD the premises unto the said Trustee, its or his successors and a from all rights and benefits under and by virtue of the Homestead Exempt y expressly release and waiter.	pledged prime by and on a parity with said real estateon used to supply, and gas, water, light, power, ref. (without restricting the foregoing), screens, winder the foregoing are be lared and agreed to be a sand additions and all similar or other apparatus, equit of the mortgaged premise.	ite and not frigeration bw shades, part of the hipment or
he name of a record	owner is:		
This Trust Deed o	comists of two pages. The covenants, conditions and provisions appearing and hereby are made a part hereof the same as though they were here a	on page 2 (the reverse side of this True, Deed) are inc et out in full and shall be binding on Noc., wors, if	orporated
SCESIMOUS MAY BRANGED	i. Is and seals of Mortgagors the day and year first above written.		
· · · · · · · · · · · · · · · · · · ·	June V Fine (Seal)	My Hail	(Seal)
PLEASE PRINT OR	JEROJE V. FRAZEL	NANCY H. WILDER	
YPE NAME(S) BELOW			
GNATURE(S)	(Seal)		(Seal)
tate of Illinois, Coun	oly of COOK	I the undersinged a Niggrey Public is and force	
	in the State aforesaid, DO HEREBY CERTIFY that husband and wife,	WE WHEN TRAVEL and NAMEY H. WITD	ER,
IPRESS	personally known to me to be the same person S whose name	subscribed to the foregoing in:	elrument
SEAL HERE	appeared before me this day in person, and acknowledged that E	h ey signed, sealed and delivered the said instr	rument as
		oses therein set forth, including the release and wai-	
iven under my hand :	30+6	A STATE OF THE STA	93
ommission expires_	12/17 1995 Marilen	T. Cratit	
his instrument was pr	repared by Jerome V. Frazel, 5608 S. Blackstor	ne, Chicago, IL 60637	stary F
wil this immuned	Jerome V. Frazel (NAME AND ADDRESS)		
117	5608 S. Blackstone, Chicago, Illi	nois 60637	
R RECORDER'S O		(STATE)	
ALCORDER S O	4 6 20 to DON 1707, seems on consumeration	28.30	
		Aur	
		114	Western Co.

## THE FOLLOWING ARE THE COVENAVES, CONDITIONS AND PROGEOUS REVIEW TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF 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 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 lieus or liens in layor 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 open 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 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 henefit of the holders of the note, such rights to be evidenced by the standard mort gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and 'a 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 of 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 hien or other prior lien or tille or claim thereof, 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 aut' or zed may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice any the interest therein 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 to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the lowers 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 produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuation 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 pricipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal interest, or in case 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 secure, stall 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 be energial 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 any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and right sees 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, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended. Her entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dat 1 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 integer to bidders at any sale which may be had pursuant to such decree the true condition of the litle 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 immediately decreed hereby and immediately 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, 2 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 plaint if, chainant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereot, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be dist. In ed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all sur a items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes, a dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpeld 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 D. L., 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 alue 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 large and a deficiency, during the full statutory period for redemption, whether there be redemption or 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 sail occided. 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 absorbed 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 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 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 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 acis 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.
- 4. 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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. .

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE RUST DEED IS FILED FOR RECORD.