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State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State of atoresaid, DO HEREBY CERTIFY that GLORIOUS C WILLIAMS **OFF: IAL SCA WILLOW AND NOT SINCE REMARKIED** **MPRES*** Programment to the foregoing state and delivered the said person, and acknowledged that She signed, sealed and delivered the said free and voluntary act, for the uses and purposes therein set forth, including the release and water of the right of homestead. **Given under tary hand and official seal, this 10th day of Jily 1993 **Commission expired** **May 31 19 95 May 31	PLEASE GLORIC				
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Given under my hand and official seat, this 10th day of Jily 1993 Commission expired by MARCTA SCHAMS 411 Madison Street, Maywood, IL 60153 Public (NAME AND ADDRESS) Mail this instrument to Maywood Proviso State Bank (NAME AND ADDRESS)	My Collection of Engineering	ppeared before me this da	iy in person, and acknow free and voluntary act,	vledged that <u>ShQ</u> signed, scaled and	delivered the said
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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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THE POLLOWING ARE THE COVENATION INDICES NO HOUR DANGERRIO TOOK OF THE REVERSE SIDE OF THIS TRUST

- 4. Mortgagor 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 damages or be destroyed; (3) keep said premises free from mechanic's liens or fiens in tavor of the Unites States or other liens or clause for her not expressly suboribinated 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 returned or to holders of the note. (5) complete within a treasonable time any buildings now or at any time in process or 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 shalt pay before any penalty attacks 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 be intuited to 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 then 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 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 of 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 afformers' tees, and may other moneys advanced by Trustee or the bioliters of the note to protect the mortgaged premises and the hen hereof, plus reasonable compensation to Trustee to each matter concerning which action herein multiorized may be taken, shall be so much additional indebtedness secured hereby and shall become unmediately due and payable without notice and with interest thereon at the rate of nine percent 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 become on the part of Mortgagors.
- 5. The Trustee or the holders of the note bereby 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 validity of any tax, assessment, sale, forfeitue, it is lien or title or claim thereof.
- 6. Mortgagors shall pay each item of Gd bitedness berein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and withe A note to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the constraint, 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 between 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 have the right to foreclose the hereof and also shall have all other tights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclosure the here, great, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurry d by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, appraiser's fees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, the searches and examinations, guarantee policies. To reas certificates, and similar data and assurances with respect to title as Trustee or holders of the core may deem to be reasonable necessary either to prosecute such suit or to evidence to hidders at any safe which may be had pursuant to such decree the true core also or the file to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much as the rate of aims percent per annum, when paid or incurred by Trust (e.g.) before of the note in connection with (a) any action, suit or proceedings, to which either of the note in connection with (a) any action, suit or proceedings, to which either of the note in connection with (a) any action, suit or proceedings, to which either of the note in connection with (a) any action, suit or proceedings, to which either of the note in connection with (a) any action, suit or proceedings, to which either of the note in connection with (a) any action, suit or proceedings to which either actual of such right to foreclosure whether or not actually commenced; or (c) preparations for the vicinate of any threatened suit or proceedings which might affect the premises or the secur
- 8. The proceeds of any toroclosure sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses meident to the foreclosure proceedings, archaing all such items as an inentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute second indebtedness additional to that evidence to the note hereby secured, with interest thereon is herein provided; third, all principal and interest remaining impaid; tourth, any overplus to Mortgagors, then he is legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclosure this Trust Deed, the Fourt in which such complaint is filed may appoint and premises. Such appointment may be made either before or after sale, without notice, action 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 proved to collect the rents, issues and profits of soid premises during the pendency of such foreclosure sain and, in case of a sale and a deficiency, during the full statutary period for redemption, whether there be redemption or note, as well as thring any during the pendency of such ecceiver, 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 in session, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply, the net meotine 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 by 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 foreclass or rate; (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 access 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 a 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 here ad r, except in case of his own griss negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him or one 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 an 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 required of a successor trustee, such successor trustee may accept as the gentine 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 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.
- 13. 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 Decils of the county in which the premises are situated shall be second Successor in Trust. Apt 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.

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IMPORTANT						
FOR THE PROTECTION OF BOTH THE BORROWER						
AND LENDER, THE NOTE SECURED BY THIS TRUST	•					
DEED SHOULD BE IDENTIFIED BY THE TRUSTEE,	,					
REFORE THE TRUST DEED IS FILED FOR RECORD.						

lbe	Installment	Note	mentioned	in	the	within	Trust	Deed	has	been	
dent	ified herewit	h und	er Identifica	tior	No.	·					

Trustee