This statement is based solely upon information and belief, upon information furtished by the beneficiary or beneficiar-

THE ABOVE SPACE FOR MECCHER'S USE UNLEGOISISHED तिवद एक इस्तरकाच्या सगरमाध्येत्रम् वर व्यापु को प्राप्त THIS INDENTURE, made June 12. 1993 between Deerf Fra Franchish personally, but as Trustee under Trust Agreement No. 325, dated 6/10/93 1993 between Deerf Feld Felderal Savings and Loan, not Illinois ... herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said Thirty-Nine Thousand and 00/100---------Dollars. evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of-- per-cent-per-annum-m mstelments uncluding puncipal and interest) as follows. In accordance with the rates of interest and other terus and conditions as set forth in the Note secured hereby. -Dollars or more on the -----day of -----19 \_ and Bollars or more on the - -- -- day-of-each ---- thereafter until said note is fully paid except that the final payment of principal and interest, if not corner paid, shall be due on the 1st day of July, 2013 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of ROTE per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, Chicago. then at the office of The South Shore Bank of Chicago in said City, NOW. THEREFORE, the Mortgagos to secure the position of the said principal sum of money and said interest in accordance with the terms, provintions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagos to be performed, and also in consideration of the sum of One Dollar in Not., naid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee its successors and assigns, in following described Real Estate and all of its estate, right, title and interest therefin, situate, lying and being in the City of Chicago. COUNTY OF COOK AND STATE OF ILLINOIS. lying and being in the City of Chicago COOK LOT 55 IN CUMMINGS AND FARGO'S AUGUSTA STREET ADDITION, BEING A SUBDIVISION OF THE EAST 5/8THS OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE CAIRD PRINCIPAL MERIDIAN, (EXCEPT THE CON COUNTY, ILLINOIS. WEST 8 FEET THEREOF DEDICATED FOR ALLEY) IN COMMONLY KNOWN AS: 1016 N. LAWLER CHREGAGO, ELL GOAFA P.I.N. #16-04-409-035-0000 which, with the property hereinafter described, is referred to herein as the "plemises." [3]

TOGETHER with all improvements, tenements, eastments, fixtures, and apportenances ther to elonging, and all rents, thereof for soing and during all such times as Mortgagor may be entitled thereto (which are pledged prime by and on a parity with said real estate and not secondarily), and all appraisals, equipment or articles now or hereafter therein or thereon used to tupny heat, gas, air conditioning, water, light, power, refingeration inheritor ungle units or centrally controlled), and ventilation including (without restricting the foregoing), refers, window shades, tiorm doors and windows, floor coverings, inador beds, awnings stoves and water leasiers. All of the foregoing, the declared to be a part of said earliest estate appropriately attached thereto or not, and it is agreed that all similar apparatus, equipment of articles hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth. set forth This trust deed consists of two pages. The coverants, conditions and provisions appearing on page 21 the reverse side of this trust deed) are incorporated belief where the provision of the design of the wind of the sound of the provision of the Mortgagor, its forcessors and assigns not included by the wind of the provision of the Mortgagor, its forcessors and assigns in Witness Whereof said notificably the provision of the Mortgagor and the Mortgagor and

part in the control of the terms and control and this AND KNOWN AS TRUST NUMBER 324 CORPORATE any agreement with respect the respect to the parties and Loan Association is hereby years of the parties hereto and their respective to the parties hereto and their respective. Alle Avenuent Vice President Assistant Secretary <u>बंदर्वेद इंडर्ड कार्य व्यवस्थात</u>

STATE	<b>OF</b>	ILLINOIS.
Course	al.	Lake

May Jackson

a Notaty Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

David Mullins Executivexxx Deerfield Federal Savings & Loan

Assistant Sector

and Hary C. Albert Assistant Sector . Assistant Secretary \_\_ and .\_\_

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they used and delivered the said instrument as their own free and voluntary act and at the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary has a purposes of the corporate seal of said Company, dut affix the corporate seal of said Company to said instrument as said Assistant Secretary is own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes that the present them.

?	"OFFICIAL HEADINGS
,	MAY JACKSON
•	MUTARY PROPUL STATE OF LIFTING
	Mr Cvanistin Eigert 3/2 7/97

GIVEN under my hand and Noterial Seal this 18th day of June

17=KC

\_\_ NOTARY PUBLIC

SS

THE COVENANTS, CONDITION AND PROVISIONS RATERS DESCRIBED FOR BACE THE BOTTLE Stid of this frost Deed!

1. Mortgago: shall (a) promptly repair, restore or refinid any building or improvate the first from mechanics or other bens or claims for her not expressly subordinated to the her hereof, (c) pay when due any indebtedness which may be secured by a fice or charge on the premise superactive the her hereof, and upon request exhibit satisfactory evidence of the disclarge of such prior lien to Trustee or to holders of the note, (d) complete within a reasonable time any buildings now or as any time in process of erection upon said premises; (e) comply with all requirements of faw or municipal ordinances with respect to the premises and the use thereof, (f) make no malerial alterations in said premises except as required by Jan (c) infunctional ordinance.

a reasonable time any building of buildings now or at any time in process of erection upon said premises. It is comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) make no material alterations in said premises except as required by law or inuncipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer struce charges, and other charges against the premises when due, and shall, upon written request, furnish to Truster or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by siailute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or herealter situated on said premises insured against loss or damage by fire, lightning or windstorn land flood damage, where the lender is required by law to have its loan so insured under policies providing for payment by the insuinance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebterdness secured hereby all in companies satisfactory to the holders of the note, under insuinance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such lights 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 rase of insuinance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of explication.

4. In case of default therein. Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner decured expedient, and may, but need not, make full or partial payments of principal or interest on prior incurred in

rate equivalent to the post maturity is act of forth in tie note securing this trust deed, if any, otherwise the prematurity rate ver forth therein. Inaction of Trustee or tholders of the note shall never be considered at a waiver of any ripht accroming to them on account of any default hereunder on the part of Montgare and the holders of the note breeby security making any payment hereby autorized relating to faster or sustements, any do so according to any bill, statement or estimate or into the validity of any tax, assessment, say, do so according to the holders of the note, sale, fortenme, tax here or title or claim thereof.

6. Morregory shall pay each of mild indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Morragory, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed shall, notwithstanding anything in the note or in these trust of the holders of the note; and without notice to Morragory, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything herein contained.

7. When the indebtedness hereby secured by the Trust Deed shall, notwithstanding anything herein contained.

7. When the indebtedness hereby secured by the Trust of the note in the performance of any other agreement of the Mittigger and the note of the no

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any offence 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

12 Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall Trustee be obligated to record this trust deed or to exercise any power litering given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereur or, except in case of its own gross herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions herein or, except in case of its own gross hereofigures or misconduct or that of the agents or employees of Trustee, and it may require indemnities setisfactly to it before exercising any power hereofigures.

herein given.

13. Trustee shall recease this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, ewcence 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 'ny person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby see, ethals employed as the requested of a successor trustee, such successor, instee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor, instee may accept as the genuine note herein described any note which bears an identification number purporiting to be placed thereon by a prior trustee of reminder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.

14. Trustee may recipe the received any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.

14. Trustee may accept as the genuine more beech dead on behalf of the corporation herein designated as maker thereof.

15. This T ust Deed and all provisions hereof, shall extend to and be binding upon Mortgapor and all persons claiming under ar through Mortgapor. and all persons claiming under ar through Mortgapor. This T ust Deed and all provisions hereof, shall extend to and be binding upon Mortgapor and all persons claiming under ar through Mortgapor. "Mortgapor when used herein shall have executed the note or this Trust Deed. The word 'note' when used in this instrument shall be construed to mean "mores" when more than

16. The mortgagor ficreby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title in the premises subsequent to the date of this trust deed.

17 Before releasing this trust deed. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed it results frustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT'
LOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST
DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FIELD FOR
RECORD.

CHICAGO TITLE AND TRUST COMPANY. Assistant Secretary 

MAIL TO:

South Shore Bank of Chicago 7054 S. Jeffery Blvd. Cnicago, IL 60649 IRIS R. JONES, Austin ATTN:

FOR RECORDER'S INDEX PERPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1016 N. Lawler Chicago, IL 60651

BOX 333

UNOFFICIAL COPY This statement is based solely upon

information and bullet lepan intermation tour ish ad by the concellourly or beneficiaries of the aforesa ditrust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

- of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.
- all obligations under this Trust Deed and the Note.

  19. All of the terms and provisions of the certain loan commitment, (as states in the offer of The South Shore Bank of Chicago, dated June 10, 1993 addressed to and accepted by SCOTT R. JOHNSON as are not herein above otherwise set forth and as are relevant and germane here o and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.
- 20. Additional Payments due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited.
- 21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 4 (c) of Chapter 74 of the 1975 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.
- 22. The mortgagor hereby waives any and all eights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

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