## FORM NO. 206 1

TRUST DEED VIL NOIS) F FORM NO. 208 For Use with Note Form 448 (Monthly Payments Including Interest)	<b>Y</b> 5	
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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or litness for a particular purpose

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THIS INDENTURE, made August 29 19 9.3.	. DEFT-01 RECORDING \$28.50
between Robert Murray	100000 TOUR \$23.50
534 West 127th Street	1110888 1714N 6578 10/26/93 09:38:00 112054 # #-93-861753
Chicago, IL 60628	. COBK COUNTY RECORDER
herein referred to as "Mortgagors," and Gene B. Norman & Joseph	D.
Vitulli dba Top Line Company	
Viturii dua 150 anno Chiongo, TL 60639	
2130 North Cicero Ave., Chicago, IL 60639. (NO AND STREET) (CITY) (STAFE)	The Aline Assess for Recorder's List Only
	Retail installment Contract
to the legal norder of a principal principal to Bearer and delivered, in and by which the	undred Fifteen and 80/100
note Mortgagors promise to may the principal sum of TWO I nous arta TWO II.  Dollars, and interest from 30 days after complete on the balance of principal remains the sum of th	ming from time to time unpaid at the rate of per cent
Dollars, and interest from 30 days after complete on the balance of principal rema per annum, such principal sup and interest to be payable in installments as follows: On a Dollars on the 27th days October 1993 and One Hundred.	Flahty Four and 65/100 Dollarson
Collars on the 27th days WCLOUGL 1994 min.	and the American of referenced and interest, if not sooned pand,
the 27.t.h day of each and way month thereafter than said note is that parties on account.	nt of the indebtedness evidenced by soid note to be applied first
the 27.t.h day of each and every mouth thereafter until said note is fully paid, except the shall be due on the 27.t.h day of Soptember, 1994, all such payments on account to account and unpaid interest on the (not all principal) balance and the remainder to principal; to account and unpaid interest on the (not all principal) and the fact for some part thereof, at the rate	of 50 per cent or annum, and all such payments being
the extent not paid when due, to hear intrict after the date for payment the Chicago	. IL 60639 or at such other place as the legal
the extent not paid when the, to hear misses after the date for payment thereof, at the rate made payable at 2130 North 21cero Avenue. Chicago made payable at 2130 North 21cero and the formation of the north and the payment, when due, can y installment of principal or interest in	at the election of the legal holder thereof and without notice, the e at once due and payable, at the place of payment aforesad, in
principal sum (channel of mineral of file (cs. in)	accordance with the terms the
and continue for three days in without notice) and that all parties thereto severally waive pre	semment for payment, make to some
protest.	est in accordance with the terms, provisions and unfattered and
NOW THEREFORE, to secure the payment of the said priccipal sum of money and interestable mentioned note and of this Trust Deed, and the perference of the covenants and agree above mentioned note and of this Trust Deed, and the perference of the covenants and agree above mentioned note and of this Trust Deed, and the perference of the covenants and agree above mentioned in the covenants and agree above mentioned note and of this Trust Deed, and the perfect mance of the covenants and agree above mentioned note and of this Trust Deed, and the perfect mance of the covenants and agree above mentioned note and of this Trust Deed, and the perfect mance of the covenants and agree above mentioned in the covenants	acknowledged, Mortgagors by these presents CONVEY AND
also in consideration of the sum of One Dollar in Hall make the Markant unto the Trustee, its or his successors and assign to tollowing described Reward Warrant unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to tollowing described Reward unto the Trustee, its or his successors and assign to the trustee of t	if Estate and all of their estate, right, thie and interest increase is Cock AND STATE OF ILLINOIS, to wit:
situate, lying and being in the Oldy Old	e 127th and Wallace Street
Subdivision of Part of Lot 19 of Andrews Subdivision of Part of Lot 19 of Andr	livision of the East & of the
Subdivision of Part of Lot 19 of Andleys Subdivision of Part of Lot 19 of Andleys Subdivision of Part of Lot 19 of Andleys Subdivision of Part	E Section 28, Township 37 North,
Pance 14. East of the Third Principal Merida	an, North of the Indian Boundary
Line, in Cook County, Illinois.	
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which with the property hereinafter described, is referred to herein as the "premises,"	<b>5</b>
which, with the property hereinafter described, is referred to herein as the "premises,"  25-28-327-038	
25-28-327-038	caro, IL 60628
Permanent Real Estate Index Number(s): 25-28-327-038  Address(es) of Real Estate: 534 West 127th Street, Chi	
Permanent Real Estate Index Number(s): 25-28-327-038  Address(es) of Real Estate: 534 West 127th Street. Chi  TOGETHER with all improvements, tenements, casements, and appurtenances thereto	belonging and all rents, issues and profits thereof for so long and are pledged pair acily and on a parity with said real estate and not
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Address(es) of Real Estate:  534 West 127th Street. Chi TOGETHER with all improvements, tenements, easements, and appurtenances thereto during all such times as Mortgagors may be entitled thereto (which rents, issues and profits secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or the and air conditioning (whether single units or centrally controlled), and ventilation, include awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters mortgaged premises whether physically attached thereto or not, and it is agreed that all building articles hereafter placed in the premises unto the said Trustee, its or his successors and retens the forth, free from all rights and benefits under and by virtue of the Homestead Exer Mortgagora do hereby expressly release and waive.  The name of a record owner is:  Robert Mutray  This Trust Deed consists of two pages. The covenants, conditions and provisions appear herein by reference and hereby are made a part hereof the same as though they were here successors and assigns.  Witness the hands and sector Mirtgagors the day and Mar first above written.  PLEASE PRINT OR  TYPE NAME(S) BELOW SIGNATURE(S)  State of Illinois, County of  Cook  in the State aforesaid, DO HEREBY CERTIFY that  Robert Mutray  free and voluntary act, for the uses and pright of homestead.  Given uniteriny hand and official seal, this  7th  Given uniteriny hand and official seal, this  3-22- 19-96	belonging and all rents, issues and profits increot to so find and are pledget plur, illy and on a parity with said real estate and not be recon used to sur by heat, gas, water, light, power, refrigeration ing (without real ting the foregoing), screens, window shades. All of the foregoing are deleared and agreed to be a part of the many and additions and all limitar or other apparatus, equipment or part of the mortgage. I arenises.  Indicate the mortgage, I arenises.  Indicate the mortgage, I arenises.  Indicate the mortgage, I arenises.  In a said assigns, forever, for the arene, es, and upon the uses and trusts and assigns, forever, for the arene, es, and upon the uses and trusts and part of the State of Illinois, which said rights and benefits and on page 2 (the reverse side of the first Deed) are incorporated as set out in full and shall be binding on Mortgagors, their helrs,  I, the undersigned, a Notary Public in and for said County  Obert Murray  I, the undersigned, a Notary Public in and for said County  Obert Murray  Aname subscribed to the foregoing instrument, the signed, sealed and delivered the said instrument as surposes therein set forth, including the release and waiver of the located and said instrument and the page of the located and said instrument as an area of the located and said instrument as an area of the located and said instrument as an area of the located and located and said instrument as an area of the located and located and said instrument as an area of the located and located an area of located and located an area of loc
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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 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, turnish to Trustee or to holders of the note the original or displicate receipts therefor. To prevent default hereunder Mortgagors shall pay in fall 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 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 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 authorized 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 nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing rig
- 5. The Trustee or the tolders 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 or into the volidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each teen 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 order 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 secure, 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 be a 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 any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and ape ses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraiser's fees, outling for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended a true of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dat, 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 the content of the title to or the value of the premises. In addition all et penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due 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 a any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaint if, the man 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 hereof, whether or not actually commenced.
- 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 uniterms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes, at ditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpoid; 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 Deva, 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 not ce, 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 the said and 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 said, 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 site rior 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 difficiency.
- 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 elected 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.y 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 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 the instrument is half 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 the Recorder of Deats of the accuracy in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical file, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for the arts 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.

BODTANT	The Installment	Note mentioned i	in the	within	Trust	Deed	has	been
BODTANT	the mataminent	Note mentioned	n me	within	Trust	Deca	nas	DCC

IMPORTANT
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.

dentified	herewith under	Identification N	lo	

Truste