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THIS INDENTURE made 10-21-93 19	DEPT-01 RECORDINGS \$23 7#9999 TRAN 1965 12/07/93 12:48:0 . #1560 # モータネータタムタロア
DAVID L STEWART AND RUBY I STEWART	COOK COUNTY RECORDER
8740 S. THROOP CHICAGO TILLINO, E GOLZO	
herein reterred to us ' Mortgagors' and	
LEVCO FINANCIAL SERVICES INC	93996987
AEVE TYNNETTE GENERAL THE STATE OF THE STATE	10000000
S765 N-LINCOLN AVE CHICAGO TILINOIS 64659 (NO AND STREET) (CITY) (STATE)	
herein referred to as "Trustee" witnesself. That whereas working on the last witnesself.	The Above Space For Recorder's Use Only
to the legal holder of a principal promission inter-termed installment over the holder of the holder of the principal promission in the security of the holder of the principal sum of the holder of the principal sum of the holder of the principal sum of the holder of the principal remain on the balance of principal remain on the b	P- HUNDRED FIFTY HAD NOTIOS
Dultars, and interest from	NARED FOR TEEN AND 58/100
Diffuse on the 3ED disc. JANUARY 1994, and ONG HVN. DREED FUI	VETERN AND SELOU DULLISON
the 26.9 It is or each at Levery month thereafter until said note is fully paid, except that	the final payment of principal and interest, if not cooner paid.
shall be due on the 3E-D day DECOBER 1992 all such payments on account to account to account and unpaid interest on the unright principal balance and the remainder to principal, the	of the indebtedness evidenced by said note to be applied first
to accrued and unpaid interest on the unraid principal hatance and the remainder to principal, th	ie portion of each of said installments constituting principal, to
the extent not paid when due, to be a first after the date for payment thereof, at the rate of made payable at <u>EVCO FINANUAL SERVICES</u> FAC holder of the nate may from time to time, a writing appoint, which note further provides that at	1. Zaris V., per cent per annum, and all such payments being
holder of the note may from time to time in writing appoint, which note further provides that at	the election of the legal holder thereof and without notice, the
principal sum remaining unpaid thereon togeth in thaccrued interest thereon, shall become a case default shall occur in the payment, when duting a principal occur in the payment, when duting a principal occur in the payment.	
The second second second in the market mander of the second of the second contained in this I still 10	eed (in which event election may be made at any time allerine
expiration of said three days, without notice), and that all parties thereto severally waive presen	niment for payment, notice of dishonor, protest and notice of
NOW THEREFORE to secure the payment of the said principal sum of money and interest	in accordance with the terms, provisions and limitations of the
where ementioned note and of this Trust Deed, and the performance of the covenants and agreements and agreements are account whereast is because as	ints herein contained, by the Mortgagors to be performed, and knowledged. Mortgagors by these presents CONVEY AND
A ADD ANT come the Tourise at or his successors and assigns the following described Real I	Estate and all of their estate, right, little and interest therein.
situate. Ising and being in the CITY OF CHIENES. COUNTY OF	AND STATE OF ILLINOIS to with
e E 1/2 of the NW 1/4 (sxcept the SE 1/4 of the SE 1/2 of the NW of the Third Principal Meridian, in Cook County, Illinois.	1/4) of Section 5, Township 37 North, Range 1
of the Third Principal Meridian, in Cook County, Illinois.  which with the property hereinafter described, is referred to herein as the "premises."	1/4) of Section 5, Township 37 North, Range 1
which with the property hereinatter described, is referred to herein as the "premises."  Permanent Real Estate Index Number(s): 25-05-105-033	1/4) of Section 5, Township 37 North, Range 1/4
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which with the property hereinatter described, is referred to herein as the "premises.  Permanent Real Estate Index Number(s): 25-05-105-023  Address(es) of Real Estate. 8740 S. THROOP ST. CHICGO.  TOGETHER with all improvements, tenements, easements, and appurtenances thirreto belieduring all such times as Mortgagors may be entitled thereto (which rents, issues and profits are psecondarily) and all fratures, apparatua, equipment or articles now or hereafter therein or there and air conditioning (whether single units or centrally controlled), and wentilation, including to awnings storm doors and windows, floor coverings, inador beds, stoves and water henters. All mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part. TOHANE AND TOHOLD the premises unto the said Trustee, its or his successors and as herein set forth, tree from all rights and benefits under and by virtue of the Homestead Exemptic Shortgagors do hereby expressly release and waive.  This Trust Deed coexists of two seares. The coveragits, conditions and provisions appearing on	onging, and all rants, issues and profits thereof for so long and bledged prime dv and on a parity with said real estate and firm on used to supply least gas, water, light, power refrigeration (without restriction; she foregoing), screen, window shades, lof the foregoing are declared and agreed to be a part of the and additions and classification or other apparatus, equipment or to the mortgaged prerises using the mortgaged prerises signs, forever, for the Lurpo estanding the said rights and benefits on Laws of the State of Lindow, which said rights and benefits a segon of the reverse side of this Trust Deed) are incorporated.
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which with the property hereinafter described, is referred to herein as the "premises."  Permanent Real Estate Index Number(s): \$25-05-105-033\$  Addresstes) of Real Estate. \$740 \text{ \$TIRDOP 5T}\$. \$CIICAGO  TOGETHER with all improvements, terrements, easements, and appurtenances thirteto belied during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are psecundarily); and all fistures, apparatus, equipment or articles now or hereafter therein or there and air conditioning is whether single units or cantrally controlled), and ventilation, including a awnings, storm doors and windows, flour coverings, inador beds, stoves and water henters. All mortgaged premises whether physically attached therefore not, and it is agreed that all bruikings articles neteatter placed in the premises by Mortgagors or their successors and water henters. All mortgagors for their successors and water henters all the premises to trib. Itee from all rights and benefits under and by strike of the Homestead Esamptic Mortgagors do hereby expressly release and waive.  This Trise Deed consists of two pages. The covenants, conditions and provisions appearing on herein by reference and hereby are made a part hereof the same as though they were here set successors and assigns.  Witness the hands and early of Mortgagors the day and year first above written.  PLEASE DRINT OR TYPE NAME S.  GEOM.  Witness the hands and early of Mortgagors the day and year first above written.  STEWART AND RUBY TST.  MEDICAL PROFILE AND RUBY	onging, and all rains, issues and profits thereof for so long and bledged prime. It and on a parity with said real estate and not on used to sup ify least gas, water, light, power refrigeration without restricting, the foregoing), screens, window shades, of the foregoing are declared and agreed to be a part of the and additions and usualish or other apparatus, equipment or to the mortgaged prer ises signs, forever, for the surpoles, and upon the uses and trusts on Laws of the State of limitary, which said rights and benefits.  J. S. T. W. A. T.  R. page 2 (the reverse side of this Trust Deed) are incorporated reus in full and shall be binding on the taggeory, their beirs.  I, the undersigned, a Notary Public in and for said Counts.  C. W. R. T.  S. A.C. Subscribed to the foregoing instrument.  The Y-signed, sealed and delivered the said instrument as sets therein set forth, including the release and waiver of the
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UNOFFICIAL COPY
THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE MEVERSE SIDE OF THIS (RUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE REGINS.

- I Mortgagors shall (1) keep sail 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) gay 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. (3) 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 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 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.
- 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
- 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 necurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to roject the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein ratio rate 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 waiter of any right accruin, to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders 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, 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 principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal ricle 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 herein contained.
- When the indebtedness hereby secured shall be occome 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 right suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for sixteness' fees. Trustee's fees, appraiser's fees, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs is which may be estimated as to items to be expended after energy of the decree! of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar fail, 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 evidence 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 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 tall any action, suit or proceeding, including but not limited to probate and hankrupter proceedings, to which either of them shall be a pairs, either as plaintiff, of immai to defendant by reason of the Trust Deed or any indeftedness increms eccured, or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. Or ice preparations for the defense of any threatened suit or proceeding which might affect
- No. 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 such lems as are mentioned in the preceding paragraph hereof, second all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unparticular, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 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 Morigagors 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 reveiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case or the same a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Morigagors, 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 sair, which. 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 such 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 Miciency.
- 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.
- II 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 to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for act, it is 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
- It 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 Tristee 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 nereunder 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 frustee 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

heen 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.

Deed has been

IMPORTANT	The Installment Note mentioned in the within Trust
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE. BEFORE THE	identified herewith under Identification No.
TRUST DEED IS FILED FOR RECORD	