## TRUE DEED (INC. MOIS) For Use With Note Form 1448 (Monthly Payments Including Interest)

OR RECORDER'S OFFICE BOX NO.....

	CALTION: Consult a lewyer before using or acting under the form. Neither the publisher nor the seller of this form makes any werenty with respect thereto, including any werenty of merchantsbillity or filmess for a pericular purpose.	
į	THIS INDENTURE, made Movember 11 1992	
× K	nervoon Ruth M. Sheeldo (widow) + Diana M. Hatak	
4	married to Joseph F. Hatak (I)	#11.
Ž	1806 S. 57th Duc Cease IL	93017307
•	herein referred to as "Mortgagors," La KESTDE BANK	
	1938 MILWAUKEE AVENUE	
	LIBERTYVILLE, ILLINOIS 60048	
	(NO AND STREET) (CITY) (BTATE) herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted	The Above Space For Recorder's Use Only
	to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mr. a gors, made payable to Bearer and delivered, in and by which	area thousand dollars + 00/100
	Dollars, and interest from Description 18, 1992 on the balance of principal remains	sing from time to time uppoint at the rate of 14 · O per cent
	per annum, such principal sum and interest to be payable in installments as follows: And Dollars on the 171 day of Autory 1993, and \$69.80	mine dollars + 80/100 Dollars on
	the 17 day of each and a er, month the reafter until said note is fully paid, except that t	the final payment of principal and interest, if not sooner paid,
	shall be due on the 1.1 day of a matter 1977; all such payments on account to accrued and unpaid interest on the unpridicipal balance and the remainder to principal; the	e portion of each of said installments constituting principal, to
	the extent not paid when due, to bear inter st, ifter the date for payment thereof, at the rate of made payable at TANKSYME PARK, W. T.	14.0 per cent per annum, and all such payments being
	made payable at holder of the note may, from time to time, in writing a point, which note further provides that at t principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at	the election of the legal holder thereof and without notice, the
	case default shall occur in the payment, when due, of any distallment of principal of interest in accuand continue for three days in the performance of any other agreement contained in this Trust Do	cordance with the terms thereof or in case default shall occur and (in which event election may be made at any time after the
	expiration of said three days, without notice), and that all rarties thereto severally waive present protest.	timent for payment, notice of dishonor, protest and notice of
1	NOW THEREFORE, to secure the payment of the said private alsum of money and interest in above mentioned note and of this Trust Deed, and the performance of the covenants and agreement and the performance of the covenants are performance of the covenants and the performance of the covenants are performance of the covenants and the performance of the covenants are performanced or the covenants and the covenants are performanced or the	nts herein contained, by the Mortgagori to be performed, and
	also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack WARRANT unto the Trustee, its or his successors and assigns, the full wing described Real E	
	situate, lying and being in the Little Ob Lille	AND STATE OF ILLINOIS, to wit:
ŧ		
	MEST 1/4 OF MORTH EAST 1/4 OF THE SOUTH EAST 1/4 20. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS. P.T.M. 16-20-414-022-0000	DEPT-01 RECORDINGS \$23.50 . T&7777 TRAN 2582 01/08/93 09:30:00
	ADDITION TO WARREN PARK, BEING A SUBDITION OF MEST 1/4 OF NORTH EAST 1/4 OF THE SOUTH 1/5T 1/4 20, TOWNSHIP 39 NORTH, BANGE 13 EAST OF THE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS.  P.T.M. 16-20-418-022-0000  which, with the property hereinafter described, is referred to herein as the "premises."	DEPT-01 RECORDINGS \$23.50 TE7777 TRAN 2582 01/08/93 09:30:00 95318 \$ *-95-017507
,	ADDITION TO WARREN PARK, BEING A SUBDITION OF MEST 1/4 OF NORTH EAST 1/4 OF THE SOUTH LOST 1/4 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS.  P.T. N. 16-20-414-022-0900  which, with the property hereinafter described, is referred to herein as the "premises."  Permanent Real Estate Index Number(s): 16-20-414-0264	OF SECTION
,	ADDITION TO WARREN PARK, BEING A SUBDITION OF MEST 1/4 OF NORTH EAST 1/4 OF THE SOUTH LOST 1/4 20, TOWNSHIP 39 MORTH, RANGE 13 EAST OF THE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS.  P-T.M. 16-20-418-022-0000  which, with the property hereinafter described, is referred to herein as the "premises."  Permanent Real Estate Index Number(s): 16-20-414-026  Address(cs) of Real Estate: 1806 S. 57 <sup>th</sup> CAR. CLUB.	### 1017307  DEPT-G1 RECORDINGS \$23.50  TE7777 TRAN 2582 01/08/93 09:30:00  \$5318 \$ \times - 73 - 017507  COUR COUNTY RECORDER
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desagna hMT him	ADDITION TO WARREN PARK, BEIN; A SUBJUSTION OF MEST 1/A OF NORTH EAST 1/A OF THE SOUTH 1/ST 1/A 20, TOWNSHIP 39 MORTH, RANGE 13 EAST OF HE THIR MERIDIAN, IR COOK COUNTY, ILLINOIS.  P-T.N. 16-20-414-022-0000  which, with the property hereinafter described, is referred to herein as the "premises."  Permanent Real Estate Index Number(s):  Address(es) of Real Estate: 1806 S. 57th Add.  Address(es) of R	DEPT-G1 RECORDINGS TE7777 TRAN 2582 G1/08/93 09:30:00 \$5318 \display \times 7.3 - C1 1 7.5 C7 COOK COUNTY RECORDER  Inging, and all recording the foregoing, screens, window shades, without restricting the foregoing, screens, window shades, of the foregoing are declar at all agreed to be a part of the old additions and all similar or of her apparatus, equipment or of the mortgaged premises.  Igns, forever, for the purposes are upon the uses and trusts of the State of Ultimots, which said rights and benefits  Page 2 (the reverse side of this Trust D at are incorporated and in full and shall be blading on Movingors, their beirs,  (Seal)  I, the undersigned, a Notary Public in and for said County  ANE M. HATAK  (Seal)  I, the undersigned, a Notary Public in and for said County  Subscribed to the foregoing instrument, and subscribed to the foregoing instrument as
Constant here is so we constant the constant is the constant time.	ADDITION TO WARREN PARK, BEIN; A SUBSULTATION OF MEST 1/4 OF THE SOUTH LAST 1/M OF THE SOUTH LAST 1/M OF THE SOUTH LAST 1/M 20, TOWNSHIP 39 MORTH, RAMGE 13 EAST OF HE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS.  P.T. N. 16-20-414-022-0000  which, with the property hereinafter described, is referred to herein as the "premises,"  Permanent Real Estate Index Number(s): 10-20-414-026  Address(cs) of Real Estate: 1806 S. 57+h  Address(cs) of Real Estate: 1806 S. 57+h  TOGETHER with all improvements, tenements, easements, and appurtenances thereto belon through such times as Mortgagors may be entitled thereto (which rents, issues and profits are ple econdarity), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereto the an articles hereafter hereto in the premises by Mortgagors or their successors and windows, flour coverings, mador beds, stoves and water healers. All ontriguaged premises whether physically attached thereto or not, and it is agreed that all buildings an trucks hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the premises unto the said Trustee, its or his nuccessors and assigns receips by reference and by virtue of the Homestead Exemption Aortgagors do hereby expressly release and waive and the premises of the number of the Homestead Exemption Aortgagors do hereby expressly release and waive.  This Trust Deed cousists of two pages. The covenants, conditions and provisions appearing on accessors and assigns.  Witness the hands and sealer of Mortgagors the day and year first above written.  PLEASE PRINT OR PRESS OFFICIAL BRAIT  PRESS OFFICIA	DEPT-01 RECORDINGS TET777 TRAN 2582 01/08/93 09:30:00 45318 \$\frac{1}{2} \times -7.3 - Cl 17.5 Cl 7 COUK COUNTY RECORDER  Inging, and all r. C., is ues and profits thereof for so long and edged primarily and on a purity with said real estate and new in used to supply neat g vs. water, light, power, refrigeration without restricting the foregoing, screens, window shades of the foregoing are used as an edge of the part of the foregoing are used as an edge of the mortgaged premises.  In a signature of the State of Illinois, when said rights and benefits of the State of Illinois, when said rights and benefits of the full and shall be blading on Most agore, their beirs,  ANE M. HATAK  (Scal)  I, the undersigned, a Notary Public in and for said County  And County And County  Subscribed to the foregoing instrument, as therein set forth, including the release and waiver of the Motary Public  Notary Public
distant hMT has	ADDITION TO WARREN PARK, BEING A SUBSTITION OF MEET 1/A OF THE SOUTH LAST 1/A OF THE SOUTH LAST 1/A PARK BEING AST 1/A 20. TOWNSNIP 39 NORTH, RANGE 13 EAST OF THE THIR MERIDIAN, IN COOK COUNTY, ILLINOIS.  Permanent Real Estate Index Number(s): 16-20-418-022-0000  which, with the property hereinafter described, is referred to herein as the "premises,"  Permanent Real Estate Index Number(s): 16-20-414-026  Address(cs) of Real Estate: 1806 S. 57th  ADD. 144-026  TOGETHER with all improvements, tenements, easements, and appurtenances thereto belor burning all such times as Mortgagors may be entitled thereto (which rents, issues and profits are ple secondarity), and all fistures, apparatus, equipment or articles and ventual controlled, and wenthation, including the words, storm does and windows, flour coverings, mater heals, stores and water breaster. All incortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and rundows, flour coverings, mater heals, stores and water bases. All incortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and rundows, flour coverings, mater heals, stores and water begins shall be part of the covering of the premises of the premises whether physically attached thereto or not, and it is agreed that all buildings and rundows floor expensions to the said Trustee, its or his successors and assigns shall be part of the part of the Homostead Exemption dortgagors to hereby expressly release and water and the virtue of the Homostead Exemption dortgagors of hereby expressly release and water and provisions appearing on accessors and assigns.  PLEASE PRINTOR  PRESS OFFICIALBRAIT	DEPT-G1 RECORDINGS TE7777 TRAN 2582 G1/08/93 097 30200 \$5318 \$\frac{1}{2} \times -7 3 - 01 1 7 5 07 \\ COOK COUNTY RECORDER  Inging, and all real, issues and profits thereof for so long and edged primarily and on a parity with said real estate and not a used to supply heat gas, water, light, power, refrigeration in used to supply heat gas, water, light, power, refrigeration of the foregoing are declar are ad upon the use and trusts and diditions and all similar or or her apparatus, equipment or of the mortgaged premises.  Igns, forever, for the purposes and upon the uses and trusts and the State of Illinois, which said rights and benefits  Dange 2 (the reverse side of this Trust D and are incorporated used in fall and shall be blading on Mortgagors, their beirs,  ANE M. HATAK  (Seal)  A, the undersigned, a Notary Public in and for said County  Angel and county and any county and

## **UNOFFICIAL COPY**

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED 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 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 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 slatute, 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 morey municipes 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 forf titure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid for incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to project 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 to the more shall never be considered as a waiver of any right accruing to the note shall never be considered as a
- 5. The Trustee or the he der, 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 compy 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 occur in this Trust Deed to the angular y, pagents 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 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 lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and whereas 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar da a rad 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 hidders 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 immediately dur and payable, with interest thereon at the rate of nine per cent per annum, when a proceedings, to which either of them shall be a party, either as plaintiff. Islamant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the force of any which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding and applied in the following order of priority: First, on account
- 8. 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 dems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness; dd tional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 frust 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 Mortagors 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 a fale and a deficiency, during the full statusory period for redemption, whether there be redemption or not, as well as during any further times wher intergagors, 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 in ebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become supe for 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.
- 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 to 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 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 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No.
SHOULD RE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Trustee