UNOFFICIAL COPY

(Monthly Payments Including Interest)

CAUTION COMMIT A leave marks any mattern with the	r barock come of activity under this form Jigarnal line a specif triggers, indicating any marriets of marchenisaes	supranar not the salar of this home of himse for a particular purpose .		
THIS INDENTURE	E made	500 71 57	93 0	56143
Thomas	which wife		- DEPT-01 RECORD	INGS #23.5
15.20 P	ANOSTREET PL Chica	LOCAL PLANTS	T07777 TRAN 3	392 01/22/93 09:56:00
herein referred to as	"Margareta "Lat A R E 3 1	OKEE AVENUE	COOK COUNTY	RECORDER
***************************************	LIBERTYVILLE	illinois 6004	8	and the second second
herein referred to as	"Trustee," witnesseth: That Whereas Mo a principal promission note, termed "Inst	ortgagori hre justiv indebted	The Above Space For	Recorder's Use Only
herewith, executed b note Mortgagory proj	w Morigagors, made payable to Bearer an mise to pay the principal ours of	id delivered. In and by willch	10,200	14 75
er annum, such prin	cipal 'um and interest to be payable in ins	italiments as follows:	naming from time to time aubitor at th	e rate of 14.0 per cent
Dollars on the <u>BE</u> he <u>Do</u> day (or each ar to sees month thereafter until a	aid note is fully gaid, excent i	has the final payment of principal and	interest, if not rooner paid,
shall be due on the o accrued and unpaid he extent hot haid w	d interest on the unipaid principal balance a	all such payments on account the remainder to principal or payment thereof, at the re-	ount of the indebtedness evidenced by it the portion of each of taid installment of the portion of each of taid installment of the portion of	said note to be applied first its constituting principal, to nd all such payments being
nolder of the note ma of incipal sum remain case detablt shall occu	TAKESIDE 30%, 55. W. WA . from time to time, if wring appoint, wing unpaid thereon if ather with accrued if in the payment, when due dany install	hich note further provides tha 1 interest the reon, shall become inent of principal or interest in	it at the election of the legal holder the me at once due and payable, at the pla n accordance with the terms thereof o	ce of payment aforetaid, in r in case default shall occur
expiration of said thro protest.	e days in the performance c (an / other agri ce days, without notice), and chicall part	ies thereto severally waive pr	esentment for payment, notice of dish	onor, protest and notice of
ilvo in eggshieration A ARRANT unto the	ORE, to secure the payment of the laid ping and fills. Thus Deed, and the penformal of the time to the penform of the sum of One Dollar in hand penform the secure and assign	nic receipt whereat is hereby is the following described R	e acknowledged, Morigagors by these as Estate, righ	presents CONVEY AND It title and interest therein.
duate, lying and bein	ng in the San Ch	COUNTY (OF AND STA	ATE OF ILLINOIS, to wit:
	in klock y in ki	that must "In"eat) and) iller's Spidivision of S	מ לפתון	
	in Etreatia Subd	division of the East & details 17. I must be 37 to the Third Prints per to	C Aba	
	in Cook County,	Inglinois.	930	56143
high with the grope	erty hereinafter described, is referred to h	eroin se the "mromese."	Κ,	
je na zastani.	ite Index Numbertal: 25	17-3725-6	24	
Addressess of Real E	120000	109th PL	Chicino 1	2
nd air, conditioning (wrings, storm doors torigaged premises w flictes hereafter place TO HAVE AND crein set torth, tree to	th all improvements, tenements, easement is Mortgagors may be entitled thereto two structs, apparatus, equipment or articles is whether single units or centrally controll and windows. (floor coverings, thador be inhether physically attached thereto or not, ed in the premises by Mortgagors or their TO HOLD the premises unto the said To from all rights and beniefts under and by very stream of the said to a spreasily release and waive.	led), and vanilation, including, solves and water heaters, and it is agreed that all building successors or assigns shall be usited, its or his successors an irtue of the Homestead Exem	reformused to capt y near, gas, water, mg (without restors ing fine foregoing are declared and against and additions and fit is miliar or other part of the mortgaged of amilias.	light, power, refrigeration i, screens, window shades, i agreed to be a part of the er apparatus, equipment or and upon the uses and trusts
he name of a record o • This Trust David e	vanious of two pages. The coverages, couch	House and provisions approach	ng ou page 2 (the rayerse side of this T	er. Send) are incompanied
eccaseous may wreffine even no taxatamics m	na naresy tre mass a pair barear the su	me or specific speak wase pere	set nut in full and shall be binding a	a Mortgagors: their heirs.
AND THE PARTY OF T	s and seals of Aforthagors the day and year	r litst spove written.	1 Leverge Contract	(Sent)
	Jen-ph T. The	M 4/3	9:	7056112
SE TI	The state of the s			annaming and and a second seco
화한 Count	in the State aforesaid. DO HENER	Y CERTITY that	I, the undersigned, a Notary Pu	blic in and for said County,
ALCO S	personally known to me to be the	same person? whose n	Amer AZAC subscribed to	the foregoing instrument.
A Zing	appeared before me this day in per-	ion, and arknowledged that	highed, sealed and delive roses therein set forth, including the	on instrument as
tioned Assessment	and official real. this		CINIDAR S	1497
i i instrument saas ja	unared to Busha Caria	nen er er enten gin von amerikaren errat an derett Merik	14. 1. 18. 18. 18. 18. 18. 18. 18. 18. 18.	Notery Public
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RRECORDERSO	FFICE BOX NO	Alderson and succession of the second	LIBERTYVILLE, ILL	
		MAIL 10: 5	22 4.1	DP (10/91) 03
			5 (3)	

THE FOLLOWING ARE THE COVENATE CONDITIONS AND THOUSE DES REPERSED TO ON PAGE 1 (THE MEVERSE SIDE OF THIS FRUST 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 say 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 then not expressly subordinated to the lien hereof; (4) psy 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 consequed by in writing by the Trustee or holders of the note.
- 2 Morigagors shall pay before any penalty attaches all general taxes, and shall pay apectal taxes, special assessments, water charges, sewer service-charges, and other charges against the premises when dise-and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors may desire to contest.
-). Mortgagors shall keep all huildings and improvements now or hereafter situated on said premites insured against loss or damage by fire, fightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repaying 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 Morigagors 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 lies or other prior ties or title or claim thereof, or redeem 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 proceed the morigaged premises and the lien hereof, plus reasonable companisation 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 it in interest thereon at the rate of nine per cent per attnum. 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 hereunder on the part of Morigagors.
- 5. The Trustee or the lookers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, su ten ent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuity 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, not withstanding anything in the principal mote 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.
- 7. Which the indebtedness hereby accured thall 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, there shall be allowed and included as additional indebtedness in the decree for take all expenditures and expenses which may be paid or incurred by or on behalf of Trustee's feet, appraiser's feet, outlay for locumentary and expent evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended ifter entry of the decree; of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar days 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 triev dence to bidders at any sals which may be had pursuant to such decree the true condition of the fifth to or the value of the premises. In addition, the expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immer sate yr use 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 reason, suit or proceedings, to which either of them shall be a party, either as planted to claimant or defendant, by reason of this Trust Deed or any indebtedness hereby accured, or the preparations for the commencement of any suit for the fore-lessure hereof after accrual of such right to foreclose whether or not accurally commenced, or to preparations for the detense of any threatened suit or proceedings after accrual of such right to foreclose whether or not accurally commenced.
- 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 appears; medianitio the foreclosure proceedings, including all such stams as are mentioned in the preceding paragraph hereof; second, all objectively high linear-the terms hereof constitute secured indebted here. Additional to that evidenced by the note hereby secured, with interest thereof as never provided; third, all principal and interest remaining under to 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 Deed, the Court in which such complaint is filed may appoint a fective of valid premises. Such appointment may be made either before or after sale, without notice, 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 tents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, excipt for the intervention of such receiver, would be entitled to collect such ranks, 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 sale period. The Court from time to time may authorize the receiver to apply the net inclime 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 became superior to the lien hereof or of such decree, provided such application is made prior in foreclosure sale; (2) the deficiency in case of a sale as deficiency.
- 19. 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 time, and weeks thereto shall be permitted for that purpose.
- 13. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall Truster be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the torms besend, nor be liable (a) any sects or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he have require indemnities satisfactory to him before exercising any power herein given.
- 1) Truster shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory syndence 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 and a service and the servine exercised any note which bears a certificate of identification purporting to be executed by a prior trustee hereinded or which conforms in substance with the description herein contained of the principal note and which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the graune 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 of Registrar of Titles in which this instrument shall have the recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee.

 1931 by first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Dreds of the county was the present situated shall be second Successor in Trust and in free and the present shall have the identical title; powers and hyphotity 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 Morigagors and all persons claiming under or through Morigagors, and the word "Morigagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness of any past 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
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER, THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No.
HOULD BE IDENTIFIED BY THE TRUSTEE, WIFORE THE RUST DEED IS FILED FOR RECORD.	Trutte