GEPRGE E. COLE-LEGAL FORMS

## LINOSFICIAN COPY

For Use With Note Form 1448 (Monthly Payments Including Interest) APRIL 15 93245521 THIS INDENTURE, made LETA FLOWERS DEPT-01 RECOFFING \$23.0 Tも22?2 TRAM 99/0 05/10/93 12:47:00 +30/2 : ドーク第一選を見る COOK COUNTY RECORDER 3519 W BEACH CHICAGO, IL 60651 (NO AND STREET) (CITY) herein referred to as "Mortgagors," and MERCURY FINANCE COMPANY 4413 W ROOSEVELT RD HILLSIDE IL 60162 (CITY) (NO AND STHEET) herein referred to as "Trustee," witnesseth. That Whereas Mortgagots are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beater and delivered, in and by which note Mortgagors promise to pay the principal sum of THREE THOUSAND SIX HUNDRED TWENTY SEVEN AND TWENTY CENTS Dollars, and interest from MAY 19, 1993  $\pm$  on the balance of principal remaining from time to time unpaid at the rate of  $.27\pm99$  , per cent per annum, such principal sum and interest to be payable in installments as follows: ONE\_HUNDRED\_SEVENTY\_FIVE\_DOLLARS Dollars on the 19TH day of MAY 19 93 and ONE HUNDRED SEVENTY FIVE DOLLARD the 19TH day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, it not woner paid. shall be due on the 19TH day of a PRIL 1996, all such pasinents on account of the indebtedness existenced by said note to be applied first to accrued and uppend interest on the min administration of principal, to apiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of NOW THEREFORE, to secure the payment of the sixt principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pake the receipt whereof is hereby acknowledged. Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, TOWN OF HILLSIDE situate, home and being in the \_\_\_\_\_ ..... COUNTY OF . COOK ...... AND STATE OF ILLINOIS, to wit. Lot NIne (9) in Block Seven (7) in van Schack and Herrick's Subdivision of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township 59 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 90049521 which, with the property hereinafter described, is referred to herein as the "premises Permanent Real Estate Index Number(s): 16-02-212-017 Address(es) of Real Estate: 3519 W. BEACH CHICAGO TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, a 'A' a', tents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are piedged prin a in and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or therein used to su, ply hear, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restriction), he foregoing), screens, window shades, assuming, storm doors and sendows, floor owenings, imador beds, soves and water heaters. All of the foregoing) he declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all sit vital or other apparatus, equipment or articles bereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premise.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the pumps of a sand upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illizor, which said rights and benefits Mortgagors do hereby expressly release and wane. The name of a record owner is: This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this West Leed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Nortgagors, their heirs, Witness the hands and seals of Mortgagors the Jay and year first above written. (Seal) PLEASE Leta Flowers 93319521 PRINT OR TYPE NAME(S) BELOW 13313321 \_(Seal) SIGNATURE(S) State of Illinois, County of COOK

With State aforesaid, DO HEREBY CERTIFY that ...

Total Flowers t, the undersigned, a Notary Public in and for said County OFFICIAL SEAL Marrays R. Seco my PERIC. State of Illinois Presonally known to me to be the same person \_\_\_\_ whose name \_\_\_ \_ subscribed to the foregoing instrument, fillion Expires 1/6/96 as beared before me this day in person, and acknowledged that . g. h.g. ... signed, scaled and delivered the said instrument as My Conti ... free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this ... Commission expires... sussan IL 60162 ROOSEVELT RD HILLSIDE TANDRA TY This instrument was prepared by \_\_\_\_\_\_ MERCURY FINANCE COMPANY 4413 W ROOSEVELT RD HILLSIDE IL 60162

STATE

CITY

OR RECORDER'S OFFICE BOX NO. \_

(JP CODE)

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 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 henefit 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 bereinbefore 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 norsees at the rate of nine per cent per annum. Incution 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 Mortgagors.

5. The Trustee or the honers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any biff, stat monor or estimate procured from the appropriate public office without inquiry into the accuracy of such biff, statement or estimate or into the variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each ero of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the indeptedness half, notwithstanding anything in the principal of ite 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

7. When the indebtedness hereby secured and 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 law the right to foreclose the lien hereof and also shall have all other rights provided by the taws of Illinois for the enforcement of a mortgage deval, 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 excurses 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 commentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar day 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, an expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately for 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 annum, and expensively the connection of the stenon, suit or proceedings, in which either of them shall be a party, either as plaintif, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forece ling 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 pocee ling which might affect the premises or the security hereof, actually commenced

8. The proceeds of any foreclosure sale of the premises shall be dist, ibrited and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all ruch items as are inentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebted as inditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unfairly 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 receiver of said premises. Such appointment may be made either before or after sale, without ratice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then vitue 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sid 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 superior 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.

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acress 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 Truster to 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 my 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 socured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such suggestor trustee may accept as the genuine note licroin described any note which bears a certificate of identification purporting to be executed by the persons herein designated as the malers 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 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 hinding 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.

IMPORTA!	٧	1
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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.

lentified herewith under Identification No.

The Installment Note mentioned in the within Trust Deed has been