*		94585335
THIS INDENTURE, m	ade June 20, 19 94	
between MAYWOO	D-PROVISO STATE BANK as Trustee u/t/a	DEPT-01 RECORDING \$25.50
dated 9/3/88	and known as Trust #7898	. 140011 TRAN 2799 07/06/94 10:42:00 . 12693 1 RV サータ4…585555
	n Street, Maywood, Illinois	. COOK COUNTY RECORDER
herein referred to as "M	STREET) (CITY) (STATE) Ortgagors, and MAYWOOD-PROVISO STATE BANK	
	Banking Corporation	}
411 W. Madia	The state of the s	94585335
ONA CM)	STREET) (CITY) (STATE)	
to the legal holder of a p	rustee," witnesseth: That Whereas Mortgagors are justly indebted rincipal promissory note, termed "installment Note," of even date	The Above Space For Recorder's Use Only
delivered, in and by wh	ich nois Mortgagors promise to pay the principal sum of	hunred thirty five thousand and QQ/100
Dollars, and interest from	n	housand four hundred nine and 71/100
Dollars on the20th.	day of July	four hundred nine and 21/100-pollarson
the 20th day of e	geh ar de ery month thereafter until saud note is fully paid, except th	at the final payment of principal and interest, if not sconer paid,
	Oth Gay of June 19.99 all such payments on accounterest or the inneal principal balance and the remainder to principal;	
the extent not paid when	ndue, to bea hiterest after the date for payment thereof, at the rate	of per cent per annum, and all such payments being
holder of the note may, for	OOD-PROVIST STATE BANK, 4.11 W. Madleon from time to time, in witting appaint, which note further provides that unpaid therein, togethe with account interest thereon, shall become	at the election of the legal holder thereof and without notice, the
case default shall occur in	the payment, where or, of any installment of principal or interest in i	regordance with the terms thereof or in case default shall occur
expiration of said three c	iys in the performance of a ray ther agreement complined in this Trust Jays, without notice), and the "claparties thereto severally waive pre-	sentment for payment, notice of dishonor, protest and notice of
Profest. NOW THEREFOR	E, to secure the payment of the said procupal sum of money and intere-	est in accordance with the terms, provisions and limitations of the
also in consideration of	id of this Trust Deed, and the perfermance of the covenants and agree the sum of One Dollar in hand peid, the receipt whereof is hereby rustee, its or his successors and assign a five following described Rei	definition and all of the markets white file and interest therein
situate, lying and being it	n the City of Broadview COUNTY O	F Cook AND STATE OF ILLINOIS, to wit:
1.0mg 27 At	ND 28 IN BLOCK 4 IN WESTERN ADDITION BE	THE A CUBBLUICIÓN OF THE WEST
	HE SOUTH EAST QUARTER OF SECTION 15, TO	
	IRD PRINCIPAL MERIDIAN, IN COOK COUNTY,	
	70	A CALLEY A COM AT AND AND
which, with the property	r hereinafter described, is referred to herein as the "premises."	94585335
which, with the property	15 15 400 022 0000	94585335
Permanent Real Estate	Index Number(s): 15-15-400-022-0000	
Permanent Real Estate Address(es) of Real Esta	Index Number(s): 15-15-400-022-0000 1837 S. 17TH AVENUE, BROADVIEW, IL	<u> </u>
Permanent Real Estate Address(es) of Real Estate TOGETHER with a during all such times as N	Index Number(s): 15-15-400-022-0000 Ite: 1837 S. 17TH AVENUE, BROADVIEW, IL Ill improvements, tenemonts, cascaments, and appurtenances thereto be dortgagors may be entitled thereto (which rents, issues and profils ar	belonging, w. st. all rents, issues and profits thereof for so long and e pledged; chearly and on a parity with said real estate and not
Permanent Real Estate Address(es) of Real Esta TOGETHER with a during all such times as N secondarily), and all fixts and air conditioning (wh	Index Number(s): 15-15-400-022-0000 Ite: 1837 S. 17TH AVENUE, BROADVIEW, IL ill improvements, tenements, casciments, and appurtenances thereto be dortgagors may be entitled thereto (which rents, issues and profits at ares, apparatus, equipment or articles slow or hereafter therein or the sether single units or centrally controlled), and ventilation, including	belonging, y, a all rents, issues and profits thereof for so long and epicloged; chearly and on a parity with said real estate and not seem used to so poor deat, gas, water, light, power, refrigeration g (without restro
Permanent Real Estate Address(es) of Real Estate TOGETHER with a during all such times as N secondarily), and all fixt and air conditioning (wh awnings, storm choors an mortuged premises wher	Index Number(s): 15-15-400-022-0000 Ite: 1837 S. 17TH AVENUE, BROADVIEW, IL Itili improvements, tenements, ensuments, and appurtenances thereto the during agors may be entitled thereto (which rents, issues and profits ar ares, apparatus, equipment or articles have on hereafter therein of the settler single units or centrally controlled), and ventilation, including a windows, floor coverings, mador beds, stoves and water heaters.	belonging, v. st. all rents, issues and profits thereof for so long and espleaged; the arrly and on a parity with said real estate and not seem used to seeps deat, gas, water, light, power, refrigeration as (without restricting the foregoing), screens, window shades, all of the foregoing are declared and agreed to be a part of the grand although all or other apparatus, equipment or
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 1. Mortgagors shall (1) keep said premises in good condition, and report, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements now or bereafter 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 the any indebtedness which may be coured 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 pensity 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 statue, 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 defails the pin Trinstector the holders of the note may, but need not, make any payment or perform any act hereintefore required of Morigagors in any firm and manner deemed expedient, and may, but need not, make full or partial payments of principal or it lerest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or little 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 natice and with interest thereon at the rate of nine percent per summ. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accrumed them on account of any default because on the part of Mortgagors.
- 5. 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, lar-ment or estimate procured from the appropriate public office without inquity 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. Mortgagora shall pay act item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of a principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note 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. When the indebtedness hereby settled 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 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 tebt. 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 expenses which may be paid or meurical by or on behalf of Trustee of holders of the note for attorneys fees, Trustee's fees, appraiser's fees, or days for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a tereintry of the decree) of procuring ad such abstracts of title, title searches and examinations, guarantee policies. Toursens certificates, and sin dar data and assurances with respect to title as Trustee or holders of the note may deem 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 beceive and much dately due and payable, with interest thereon at the rate of time per cent per annum, when paid or incurred by Trustee or holders of the note in connections with a) any action, suit or proceeding, including but not limited to probate and bankraptey proceedings, to which either of them shall be a party, either as paid of claimant or defendant, by reason of this Trust Deed or any indebtedness secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security bereof, whether or not actually commenced; or (c) preparations for commenced; or (c) preparations for the defense of any threatened surfor price, ding 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 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted less additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining suppost, 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 Dod, 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 of insolvency of Mortgagors at the time of application for such receiver and without regard to the energy 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. Si ch receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure with 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, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which only 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) for indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a 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 su ject 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 screen 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 to ally 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 present 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 trustees 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 hereinder 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 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
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.

ne	installment	Note	mentioned	ίΠ	the	within	Trust	Deed	nas	been

lentified	herewith	under	Identification	No.	 	 	

Trustee

THIS TRUST DEED is executed by Maynord-Proviso State Hank, not personally but as Trustee as aforesaid in the exercise of the pawer and authority conferred upon and vested in it as such Trustee find said Maywood-Proviso State Bank, hereby werrants that it possesses full power and authority to execute this instruments, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as exesting any limitify on the said First Fart; or on said Maywood-Proviso State Fank to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied do no contended, all such liability, if any, being expressly waived by Trustee and by every person now or hersafter claiming any right or security hereunder, and that oo far as the First Party and its successors and said Maywood-Proviso State Bank personally are concerned, the legal holder or holders of said note and its ware or swhere of any indebtedness accruing hereunder shall look solely to the premise hereby conveyed for the payment thereof, by the enforcement of its lies hereby created, in the manner herein and in said note provided or by action to safore the personal hability of the guarantor, if any.

IN WITNESS WHEREOY, Maywood-Proviso State Bank, we premarily but as Trustee as aforesaid, has saused these presents to be signed by its Viegorialent, and its corporate seal to be hereunte afficed and attached by its Assistant Secretary, the day and year first above written.



MAYWOOD-PROVISC STATE BANK As Trustee as alogosaid and not personally, -- Abbibtant becretary

STATE_OF ILLINOIS

I, the undersigned, a Novacy Public in and for and County, in the State aforesaid, DO HERRUY CERTIFY, that

JOHN P. STEXNISHA

Vice President of the Maywood-Proviso State Itank, Inc.

SYED N. ALAN

Assistant Secretary of said flank, who are personally known to me to be the unite jersons whose names are subscribed to the presonal instrument as such vice President, and Assistant Secretary, respectively, appeared before me this day in person and respectively that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary and flank, as Trustee as aforesaid, for the uses and purposes therein set forth and the said Assistant Secretary, as custodian of the responsive set, of all flanks did him the corporate are and voluntary and of said lanks to said instrument as said Assistant Secretary's own free and voluntary and as the free and voluntary late of said Balls, as Trustee as aforesaid, for the uses and purposes the pin set forth.

20th

3/102 Motory Public, State of Illinois 10/26/97 My Commission Store of Minutes

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