Charter to by	using or acting under this form. Nexts whi, installing any assisting of merchan		······································	
THIS INDENTURE, made		tember 19 19 94	04857185	
helween ANGELO DONEC	GAN , AN UNMARRIET	D PERSON		
7827 S HOYNE	E AVE, CHICAGO, IL			
herein referred to 28 "Mortga	agors," and Maywood-F	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ik.	497 K
An Illinois Bank		Salar and a second seco	. DEPT-01 . T#0014	RECORDING \$23.5 TRAN 2954 10/04/94 13:12:00
411 Madison Stre	et Maywoo	(JIA18)	\$9451 COOK	
to the legal holder of a pri- date herewith, executed by	e," witnesseth: That Whereas incipal promissory note, term y Mortgagors, made payably y which note Mortgagors prof	ned "Installment Note," of e ble—to—Maywood-Proviso—Si	rven tate The Above Sp	ace For Recorder's Use Only
Fifty Five Thous Dollars, and interest from 10,000 percent per at	unum, such principal sum a	d Ninety and 00/1 1994 — on the balance	.00	time to time unpaid at the rate of
Six Hundred an	x' 59/100 `	•		Dollars on the 20th day of 43/100Dollars on the 20th
the 2QCR day of first to accrued and unpaid principal, to the extent not p payments being made payable note may, from time to time, sum remaining unpaid there, default shall occur in the pay and continue for three days i	SEPT TOOK Interest in the unpaid prince paid where does to bear intere is at 41% Modison Str. In writing a point, which no ion, together with accused into yment, when due, or any not in the performance of any of	2001; all such payment cipal balance and the remain test after the date for payme reet. Maywood, TL ote further provides that all taterest thereon, shall become stallment of principal or inter agreement contained in their agreement contained in	ts on account of the indebtedness, ander to principal, the portion of the interior of 12,0 linois 60153 or at such the election of the legal holder the eat once due and payable, at the test in accordance with the terms this Trust Deed (in which event election).	43/1001) offairs on the 20th est, if not scorer paid, shall be due on evidenced by said note to be applied each of said installments constituting 00 percent per annum, and all such other place as the legal holder of the creof and without notice, the principal explace of payment atorexaid, in case thereof or in case default shall occur fection may be made at any time after
the expiration of said three coff protest. NOW THEREFORE, to the above mentioned note a	days, without notice), and that a secure the payment of the land of this Trust Deed, and	at all parties therto severally an eprincipal sum of money the performance of the c	waive presentment for payment, and interest in accordance with the covenants and agreements herein	notice of dishonor, protest and notice he terms, provisions and limitations of contained, by the Mortgagors to be
CONVEY AND WARRAN interest therein, situate, lying AND STATE OF ILLINOIS	T unto the Trustee, its or his and being in the City , to wit:	is successors and assigns, the	e following described Real Estate , COUNTY OF O	ledged, Mortgagors by these presents and all of their estate, right, title and OK
VANCE'S SUBDIVISI	ND KOLB'S SUBDIVI ON OF THE SOUTH 1 EAST OF THE THIRD	1/2 OF SECTION 30	, TOWNSHIP 38 IAN, IN COOK	
Comman =		(1	9	4857195
which, with the property here	cinafter described, is referred (to herein as the "premises") _	
• • •	Number(s): 20-30-316		4	
	7827 S HOYNE AVE.		0-5/62	
during all such times as Mor- not secondarily), and all fix- refrigeration and air condition shades, awnings, storm doors of the mortgaged premises we equipment or articles hereafte TO HAVE AND TO HO herein set forth, free from a	agagors may be entitled there dures, apparatus, equipment ming (whether single units or and windows, floor coverings whether physically attached the placed in the premises by N 01.10 the premises unto the sa	reto (which rents, issues and or articles now or hereaft rentrally controlled), and vest, inador beds, stoves and wahereto or not, and it is agre Morigagors or their successoid Trustee, its or his success and by virtue of the Home	profits are pl dged primarily and fer therein or there'n used to a entilation, including forthout restrater heaters. All of the foregoing sed that all buildings and a different serior assigns shall be part of the nations and assigns correct for the national forces.	es and profits thereof for so long and on a parity with said real estate and upply heat, gas, water, light, power, icting the foregoing), screens, window are declared and agreed to be a part is and all similar or other apparatus, nortgaged premises, urposes, and upon the uses and trusts ate of Illinois, which said rights and
The name of a record owner i	is: ANCIELO DONEGAN	I. AN UNMARRIED I	PERSON	
This Trust Deed consist incorporated herein by refer Morigagors, their heirs, succe	is of two pages. The covena- rence and hereby are made essors and assigns. als of Mortgagors the day and	nants, conditions and provise a part hereof the same a) d year first above written.	dons appearing on page 2 (the iss though there were here set o	reverse, ide of this Trust Deed) are ut in fole and shall be binding on
	Consilo No.	(Seal) . سرکند و (Seal)		(Seal)
	ANGELO DONEGAN	L		
PLEASE PRINT OR TYPE NAME(S)				
		(Seal)		(Scal)
PRINT OR TYPE NAME(S) BELOW	Cook	(Seal)	· · · · · · · · · · · · · · · · · · ·	(Seal) Public in and for said County in the
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of	State of aformula, DO HER		· · · · · · · · · · · · · · · · · · ·	Public in and for said County in the
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of OFFICIAL SE MARKETA M. MARKETA M. Notifice Public, State	State of aforesid, DO HERI EAL ¹³ ONGOLAN known to me to mainfulling spreared before	SSERV CERTIFY that ANGE o be the same person e me this day in person, and	s., I, the undersigned, a Notary ELO DONEGAN , AN UNM whose name	Public in and for said County in the ARRIED PERSON subscribed to the foregoing aigned, scaled and delivered the said
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of "OFFICIAL SE	State of aforesid, DO HERI EAL ¹² ONGELLIV known to me to einfrillion spreared before ingressell 1958 his	SEBY CERTIFY that ANGE o be the same person e me this day in person, and free and volum	s., I, the undersigned, a Notary ELO DONEGAN , AN UNM whose name	Public in and for said County in the ARRTED PERSON subscribed to the foregoing
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of "OFFICIAL SE MARKETA M. MARK Notice Public, State My Commission Exp	State of aforesaid, DO HERI EAL. OHCELLA known to me to main Hind Spreared before in Francisco his his release and waiver of the right	o be the same person e me this day in person, and free and voluments of homestead.	whose name is a darknowledged that he s	Public in and for said County in the ARRIED PERSON subscribed to the foregoing agned, scaled and delivered the said
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of OFFICIAL SE MARKETA M. MARKETA M. Notifice Public, State	State of aforesaid, DO HERI EAL 12 OHSELM known to me to emair divine speared before light 5/32/95 his release and waiver of the right efficial seal, this 19th	o be the same person e me this day in person, and free and voluments of homestead.	s., I, the undersigned, a Notary ELO DONEGAN , AN UNM whose name	Public in and for said County in the ARRIED PERSON subscribed to the foregoing agned, scaled and delivered the said
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of "OFFICIAL SE MARCETA M, MARC Notare Public, State My Commission Exp Given under my hand and of Commission expires This instrument was prepare	State of aforesaid, DO HERI EAL 12 OHSELM known to me to emair divine speared before light 5/32/95 his release and waiver of the right efficial seal, this 19th	ss REBY CERTIFY that ANGE o be the same person e me this day in person, and free and volume ght of homestead. h day of 1995 A11	whose name is a darknowledged that he s	Public in and for said County in the ARRTED PERSON subscribed to the foregoing signed, scaled and delivered the said sees therein set forth, including the

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

THE POLLOWING ARE THE COVEN BY CALUTED S AND PLOISONS AFFEREING ON THE REVERSE SIDE OF THIS TRUST DEEDS AND WHICH FORM A PART OF THE THUS THEED WHICH INCREMED AND

- I 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 damages or be destroyed, (3) keep said premises free from mechanics here or lieus in favor of the Unites States or other here or claims for here not expressly subordinated to the hereof, (4) pay when due any indebtedness which may be secural by a hen or charge on the premises superior to the her bereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Frinsee or to holders of the note, (5) complete within a reasonable time any building or buildings now or at any time in process or rection 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 afterations in said premises except as required by Liw 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 present default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors
- 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 mote, 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 esidenced by the standard mortgage clause to be attached to each policie, 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 then 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 hen or other prior hen or title or claim thereof, or tedeem from any tax sale of torteiture affecting and premises or confest any tad or assessment. All moneys paid or majority of the purposes herral authorized and all expenses paid or incurred in connection therewith, including reasonable attorness? 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 madebtedness secured hereby a 3 shall become immediately due and payable without notice and with interest thereon as the rate of nine percent per annum finaction of Trustee or holder of the note shall never be considered as a waiver of any right accruming to them on account of any default hereunder on the part of Mortgagors. 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, 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, torfeiture tax lien or title or claim thereof
- 6. Mortgagors shall pay each item of the technologies herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and websat both to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the conterty, 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 verticinance 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 foreclosy to be her hereof and also shall have all other rights provided by the laws of litimos for the enforcement of a mortgage debt. In any suit to foreclosure the len a cot, 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 attorneys' fees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers marges, 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 titl, titl searches and examinations, guarantee policies. Toriens certificates, and similar data and assurances with respect to title as Trustee or holders of title, titl searches and examinations, guarantee policies. Toriens certificates, and similar data and assurances with respect to title as Trustee or holders of the rite may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true cond are 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 ad ith nal indebtedness secured hereby and immediately due and payable, with interest theireon at the rate of nine percent per annum, when paid or incurred by Trustee of holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of are shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the assumencement of any suit for the foreclosure hereof after accrual of such rig
- 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 indebtedness additional 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 across legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclosure this Trust Deec, th: 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, whout regard to the solvency or insolvency of Mortgagots 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 pow 7, 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 statute y period for redemption, whether there be redemption or note, as well as during any further times when Mortgagors, except for the intervention of such (every r, 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 protect on p sacession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to a ply 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 ox, 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 foreclosing vale; (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 detense 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 elereto shall be permitted for that
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated by 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 here agent, 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 be a 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 CI Trustee may accept as true without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note herein successive that the description herein contained of the principal note and which purports 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 contained 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								
							3ORROWI	
AND	LENE	DER, TH	IE NOT	E SEC	'URED	-BY 1	HIS TRU	sr
							TRUST	ΣE,
BEFO	RE TI	HE TRU	ST DEEI) IS FI	LED F	OR RE	CORD.	

he	Installment	Note	mentioned	in	the	within	Trust	Deed	has	been
ient	itied herewi	h und	er Identifica	tiert	No.					

Trustee

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