## UNOFFICIAL COPY, 194162208

THIS INDENTURE, made TIRUNKY 1411	10 5%	, butwoon CHOKITA COMON, A WIXW
The second secon	horein referred to as "G	raniors", and F.E. TRONONE
herein referred to as "Trustee", witnesseth:	of OAKEROOK TERRACE	. Illinois,
THAT, WHEREAS the Grantors have promise of the Loan Agreement hereinafter described, t	he principal amount of TWELEVE THOUSA	ein referred to as "Beneficiary", the legal holder ED THREE HANKED POIRTY SIX DOLLARS AND
]]/###################################		Dollars (\$1276,11*****).
DI Agreed Flate of Interest: 14,79 % p	er year on the unpaid principal balances.	increase or decrease with changes in the Prime
Loan rate. The interest rate will be Board's Statistical Release H.15. The initial Barot increase or decrease, with changes in the Baropreceding month, has increased or decreased current interest rate is barot. The interest rate	percentage points above the Bank Prim nk Prime Loan rate is	ie Loan Rate published in the Federal Reserve is the published rate as of the last business day site is% per year. The inferest rate will be Loan rate, as of the last business day of the trom the Bank Prime Loan rate on which the 1.2% in any year. In no event, however, will the ear. The interest rate will not change before the
Adjustments in the Agreed Rate of interest sha the month following the anniversary drie of the Agreement will be paid by the last provincent date interest rate increase after the last anniversary	e loan and every 12 months thereafter	amounts of the remaining monthly payments in so that the total amount due under said Loan 2009. Associates waives the right to any the loan.
delivered in 180 consecutive monthly	in stallments: 1 at \$ 181.14	herewith, made payable to the Beneficiary, and at
	uing on the came day of each month ther	datter until fully paid. All of said payments being or other holder may, from time to time, in writing
NOW, THEREFORE, the Grantors to secure the payment of the and agreements haven contained, by the Grantors to be performed, accoving and WARRANT unto the Trustee, its successors and exelpt COUNTY OF KANE.		Similations of this Trust Deed, and the performance of the covenants aid, the receipt whereof is hereby acknowledged, do by these presents alle and interest therein, whilete, lying and being in the
OF THE NORTH EAST 1 OF SECTION 17, TOWNS OF THE SOUTH 108 MORES OF SAID NORTH EAS PIN: 16-17-200-027-0000	THE OF SECTION 17, ALL IN COOK CO.	NIY, ILLINOIS.  DEPT-01 RECORDING \$23
which, with the property hereinafter described, is referred to herein as introduced to herein as intro	or with easements, rights, privileges, intersets, rente and pro successors and assigns, forever, for the purposes, and up	1200Th TRAN 0131 02/18/94 14:51:00 17:00 1
This Trust Deed consists of two pages. The	covenants, conditions and provisions ap	poaring on pacua (the reverse side of this trust g on the Gracitors their heirs, successors and
WITNESS the hand(s) and seal(s) of Granto	rs the day and year first above written.	(DEAL)
HORGIA GORDON		
TATE OF ILLINOIS,	BEAU	(JASAL)
<b>&gt;</b> 55.		in sakt County, in the State aforeseld, DO HERETY CERTIFY THAT
punty of DIPACE )	who S personally kno	win to me to he the same personwhose name_IS_ subsonbed to
OFFICIAL SEAL MATTILEW I: FERGUSON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAY 15,1997	figured at the self instrument the self instrument selforth.	the this day in person and acknowledges that SR.  IER free and voluntary act, for the uses and the the this 14TH day of FEREIARY A.D. to 94
	This instrument was prepared by	SIC TO NOTE TO NOTE PUBLIC
	KAREN I. LANG	302A.S. MIJFAN H.VD. FIGIN . II
	ORIGINAL (1)	25004
07664 Flav. 7-91(f.B.)	BORROWER COPY (1)  RETENTION COPY (1)	27 coesan

## CONDITIONS AND PARTICIONS REFERRED TO ON PAGE 1 (THE (REVERSE SIDE OF THIS TRUST DEED):

- 1. Craniois shall (1) promptly repair, restors or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without weste, and free from mechanic's or other liens or ulaims for lien not expressly subordinated to the lien hereof, (3) pay when duo any indebtedness which may be secured by a lien or charge or the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complyed within a resemble linne any haldings or haldings now or all arrighment process of exocution upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material afterstions in said premises except as required by law or municipal ordinance.
- Crantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sower service charges, and other charges equinat the
  premises when due, and shall, upon written request, furnish to Trustee or to Boneficiary duplicate receipts therefor. To prevent default hereunder Crantors shall pay in full under protect, in the manner
  provided by statute, any tax or assessment which Grantor may desire to contest.
- 3. Crantors shall keep all buildings and improvements now or hexatter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurence companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtadness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of foss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to sect policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act fiscentishefore required of Carntors in any form and manner deemed supedient, 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 sals or forfeiture affecting seld 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 attorney's less, and any other moneys advanced by Trustes or Beneficiary to protect the mortgaged premises are that lien interest, shell be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual perpentage rate stated in the Loan Agreement the Trust Deed secures, inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruang to them on account of any default hereunder on the part of Crantors.
- 5. The Trustee or Beneficial, hereby secured making any payment hereby authorized relating to taxes or assessments, may do no according to any bill, statement, or estimate procured from the appropriate public office with out the interior into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, tortesture, tax feet or title or claim thereof.
- d. Crantors shall pay eac? Item of Indebtedness herein mentioned, both principal and interest, when due according to the terms hereot. At the option of Beneficiary, and without notice to Crantors, all unpaid indebtedness is outed by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment or or in installment on the Loan Agreement, or by when default shall cook and continue to three days in the parformance of any other agreement of the Grantors herein contained, or (c) immediately if all it pell of the previous are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby sociled half become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the tight to foreclose the tien hereof, there shall be allowed and incluser's additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for allotiney's lose, Trustee's fees, apprintor (sees, outlay for documentary and expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for all documentary and expenses and expenses which may be paid on incurred by or on behalf of Trustee or Beneficiary may dearn to be reasonably in research and examinations, guarantee policies, Totaines cartificates, and eminer data and examinates the title as Trustee or Beneficiary may dearn to be reasonably in researcy either to prosecute such suit or to endence to bidders at any sale which may be had pursuant to such discise the true condition of the trustee. All expenditures are examinately in the angular hamiltoned shalf become so much additional indebtedness sociated hereby and immediately independent of the value of the previous. All expenditures are expensed of the previous counter the owner of the expense of the nature in the paragraph maniform and shalf becomes accurated hereby and immediately independent of the paragraph and the conditions of the commenced and indepted and the social proceeding which might affect the premises of the socially hereof, whether or not actually commenced.
- it. The proceeds of any foreclosure sale of the premises shall bildistributed and applied in the following order of priority. First, on account of all costs and expense incident to the brickness proceedings, including all such items has are mentioned in the preceding per given by the loan Agreement, with interest thereon as harein provided; bird, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their helps, [mail] teoresentatives or assigns, as their thints may appear.
- Upon, or at any time after the filing of a bill to folsolose this trust deed, the filing which such bill 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 Gran ors at the time of application for such receiver and without regard to the thun value of the premises or whether this same shall be then occupied as a homistead or not and the Trustee hersunder may be application for such receivers shall have the power to collect the reference or not, as well as during any harmonic premises during the pendency of such freelessure suit and, in case of a sale and a febriancy (during the full statutory pendent) and statutory prempton, whether there be redemption or not, as well as during any further times when Crantors, assept for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the profession, possession, control, management and operation of the premises during 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 in reclosing the Trust Deed, or any lax, special assessment or other lien which may be of become augminor to the lien hereof or of such decree, provided such application to foreclosure setting. If y the deficiency in case of a sale and deficiency.
- No action for the entricement of the lien or of any provision hereof shell be subject to any derived with would not be good and evailable to the party interposing same in any action at law 10. upon the note hereby secured.
  - 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereby shall be permitted for that purpose.

RECORDER'S OFFICE BOX NUMBER

- 12. Trustee has no duty to examine the little, location, existence, or condition of the premises, nor shall Trustic be obligated by the terms literal, nor be liable for any sots or omissions hereunder, except in case of gross negligier to or resconduct and Trustee may require indemnibles sabsfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, with a funder maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.
- In case of the resignation, (nability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Success or in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as me herein given Trustee
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through (%) niors, and the word "Grantors" whise used herein shall include all such persons and all persons liable for the payment of the indistrictness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The termificancy as used herein shall mean and include any successors or assigns of Beneficiary.

•,	D E L	NAME			FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Ś	l .	STREET			
	E B	CITY	•		
	Ÿ			maria Talah	
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		INSTRUCTIONS	À	•	