CHICAGO TITLE & TRUST (Name) 171 N CLARK (Antirean) CHICAGO IL 60601 785982 TRUST DEED	954372	00) 1-01 RECORDING \$29
9517008745115	,	119999 TRAN 8446 07/06/95 13:35:00 43113 # AH > 955-43722 (UOK COUNTY RECORDER
THIS INDENTURE, made CHERYL GRAY, HW/0" CHICAGO TITLE & TRUE AND CHICAGO	IUNE 30 NE ABOVE SPACE PER RECORD DE LA PROPERTIE DE LA PORTIE DE LA PORTIE DE LA PORTIE DE LA PORTIE DE LA PO	_, herein referred to as "Morigagors," and an illinois corporation doing business in
iegal holder or holders being herein referred ONE HUNDRED SIXTY NINE & (the "Note") of the Mortgagors of even do which are or may become payable from the most paid earlier, due and payable as provinced at the place or places designated	nte norewing including particularly, but not ime-to-time increunder), made payable to promise to make monthly payments of princided in the Note. All of said principal and it in writing from time to time by the Holders of secure: (a) the payment of the said principality in performed; (b) the payment of the said principal dimitations of this trust decal (b) the performed and (c) the payment of ellother surpaid balances of los these presents BARGAIN, SELL. CHANT gns. the following described Real Estate ar	idenced by one certain Promissory Note exclusively, prompt payment of all sums the Holders of the Note and delivered, in acipal and interest, with the whole debt, if niterest payments under the Note shall be sof the Note.
to wit: PLEASE SE	COUNTY OF COOK EE SCHEDULE "A" WHICH IS ATTACHE PART HEREOF FOR THE LEGAL DESC	
rents, issues and profits thereof for so long primarily and on a parity with said real est therein or thereon used to supply heat, ga controlled), and ventilation, including (with floor coverings, 'n-a-door beds, awnings, 'the constitute "household goods", as the fern 444), as now or hereafter amended. All of thereto or not, and it is agreed that all montgagors or their successors or assign TO HAVE AND TO HOLD the pre and upon the uses and trusts herein set to Laws of the State of Illinois, which said rig	cribed, is referred to herein as the "premis ints, tenements, easements, fixtures, and a cand during all such times as Mortgagors in tate and not secondarily) and all apparatus, air conditioning, water, light, power, refrout restricting the foregoing), screens, with stoves and water heaters, but not including in is defined in the Federal Trade Commiss the foregoing are declared to be a part of sa similar apparatus, equipment or articles in shall be considered as constituting particles with, free from all rights and benefits under a chts and benefits the Mortgagors do hereby, the spouse of Mortgagor, has all oes hereby so release and waive) all of such the spouse and waive) all of such the spouse of Mortgagor.	appurtenances there belonging, and all nay be entitled there which are pledged is, equipment or articles now or hereafter igeration (whether single unit, or centrally indow shades, storm doors and windows, any apparatus, equipment or articles that is in Credit Practices Rule (16 C.F.R. Pantid real estate whether physically attached hereafter placed in the premises by the tof the premises. It is and assigns, forever, for the purposes, and by virtue of the Homestead Exemption of expressly release and waive. By signing

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1. Mortgagogs shall promptly pity when due the principal and interest on the debt evidenced by the Note and any other

charges due under the Note.

2. Mortgagors shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hen hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note. (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (a) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material attentions in said premises except as required by applicable law.

3. Morigingors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges or lines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by life lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies 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, ander 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 fun days prior to the respective dates of expiration.

5. If Mortgagors fail to perform the covenants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herein required of Mongagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. it 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 forbiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's foes, and any other monies 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. Unless Mortgagors and the Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment. 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 failure to perform the covenants, conditions and provisions contained herein on the part of Mortgagors

6. The Trustee or the Holders of the Note hereby secures racking 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 forfeiture, tax lien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according

8. When the indebtodness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, except as otherwise provided by applicable law, 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' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abdracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data 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 little to or the value of the promises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defandant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. 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, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. Upon, or at any time after the filling of a bill to foreclose this trust deed, the court in 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 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 rents, issues and profits of said premises during the pendency of such foreclosure sult and, in case of a sale and a deficiency, during the full statutory period of 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 may 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 new income in his hands in payment in whole or in part of: (a) 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; (b) the deliciency in case of a sale and deficiency. (b) the deliciency in case of a sale and deficiency.

11. No action for the enforcement of the liun 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, except as otherwise

provided by applicable law.
12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access

thereto shall be permitted for that purpose.

13. If this (rus) deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the cremises, the leasehold and lee title shall not merge unless Trustee or the Holders of the Note agree

to the merger in writing

14. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the premises or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust doed, whother or not the due, with any excess paid to Mortgagors. In the event of a partial taking of the premises, unless the Holders of the Note of orwise agree in writing, the sums secured hereby by this trust doed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the promises immediately before the taking. Any balance shall be paid to Mortgagors. If the premises are abandoned by Mortgagors, or if, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for amages, Mortgagors fall to respond to the Holders of the Note within 30 days after the date the notice is given, the Holders of the Note are authorized to collect and apply the proceeds, at its or their option, either to restoration or repair of the premises or 6 the sums secured by this trust doed whether or not then due. Unless the Note provides otherwise, any application of the proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Section 1 hereof or change for amount of such paymens.

15. If the loan secured by this trust doed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected for to be collected in connection with the loan exceed the permitted limits, then: (a) any sums already collected from Mortgagors which exceeded permitted limits will be reduced to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under t

16. This trust deed shall be governed by lederal law and the laws of Illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end the provisions of this trust deed and the Note

the Note which can be given effect without the conflicting provision. To this end the provisions of this trust deed and the Note are declared to be severable.

17. Trustee has no duty to examine the title, location, existence or confliction of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the hote or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless extrastly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligolice or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercisely any power herein given.

18. Trustee shall release this trust deed and the lien thereof by proper instrument up an presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may exercte 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 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, such successor trustee may accept as the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a prior rustee hereunder or which conforms in substance with the description herein contained of the Note and these pared its identification number. Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders

conforms in substance with the description hardin contained of the Note and which purports to be executed by the Holders of the Note herein designated as makers thereof.

19. Trustee may resign by instrument in writing filled in the office of the Recorder or Positified in which this instrument shall have been recorded or filled. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deads of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

20. 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. Any Mortgagor who co-signs this trust deed but does not execute the Note: (a) is co-signing this trust deed only to mortgage, grant and convey that Mortgagor's interest in the premises under the terms of this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any is not personally obligated to pay the sums secured by this trust doed; and (c) agrees that the Holders of the Note and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.

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21. Before releasing this trust deed. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be enabled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Illinois "Trust And Trustee's Act" shall be applicable to this trust deed.

22. To the extent required by applicable law, Mortgagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatoment by Mortgagors, this trust deed and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

23. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not natural persons) without the prior written consent of the Holders of this Note, the Holders of the Note may, at its or their option, require immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised if the exercise of this option the Holders of the Note is prohibited by tederal law as of the date of this trust deed. If the Holders of the Note shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagors must pay all sums secured by this trust deed. If Mortgagors fail to pay these sums prior to the expiration of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

of this period, the Holders of the Note may invoke any remedies primitted by this trust diese without further notice or demand on Montgagors.

24. Except as provided in Section 23 hereof, if Montgagors are in default due to the occurrence of any of the events of default provided in the "DEFAULT" provision of the Note, the Holders of the Note shall give Montgagors notice specifying; (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is given to Montgagors (which date may be the date Montgagors are served with summons or have otherwise submitted to the jurisdiction of the court in a foreclosure proceeding brought by the Holders of the Note), by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have may an express written finding that Montgagors have exercised Montgagors' right to relinitate within the five (5) years immediately preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that failure to core the date specified in the notice may result in acceleral of the sums secured by this trust deed, foreclosure by judicial proceeding and sale of the premises. If the default is not cured on or before the date specified in the notice, the Holders of the Note at its or their option may require immediate payment in full of all sums secured by the frust deed without further demand and may initiate or complete the foreclosure of the finint deed by judicial proceeding, the order of the remedies provided in this Section 24, including, but not limited to, reasonable afformers incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable afformers and costs of title evidence.

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Winespira	TNESS the hand S and seal S of Mortgagor	Moragon DAVID GRAY [SEAL]
STATE OF ILI	COOK }	Y ₁
in the State a	nforesaid, CERTIFYTHAT DAVID GR	AY & CHARYL GRAY, HW/JT. , personally known to me to be the same per-
acknowledg voluntary a Giv	whose name S ARE subscribed to the foregoing of that "PIEY signed, scaled and deliving the foregoing of the uses and purposes therein set 10/11/11 "OFFICIAL SEAL" ERIK G. WILLIAMS NOTARY PUBLIC, STATE OF ILLINOIS	oring tristrument, uppeared before methis day in person and vered the said Instrument as THEIR free and day of JUNE 19 95 Notary Public 19 19 19 19 19 19 19 19 19 19 19 19 19
(SEAL)	IMPORTANTI	Identification No 785982
LENDER SHOULD	PROTECTION OF BOTH THE BORROWER AND THE NOTE SECURED BY THIS TRUST DEED BE IDENTIFIED BY THE TRUSTEE BEFORE THE BEED IS FILED FOR RECORD.	CHICAGO TITLE & TRUST CO Trisine
MAIL.	CHICAGO TITLE & TRUST CO 171 N/CLARK CHICAGO 1L 60601	FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
IΣ PLACE	IN RECORDER'S OFFICE BOX NUMBER 79	95437229

UNOFFICIAL COPY Schedule "A"

BENEFICIARYS NAME AND ADDRESS:		ACCOUNT NUMBER: 1213-700022	
CHICAGO TITLE & TRUET COMPANY 171 N CLARK CHICAGO IL GUGUI	NAME OF TRUSTORIO:		
	1) 2) 3) 4)	CHERYL GRAY DAVID GRAY	
Legal Description of Real Property:		n, i migreje, pa proti kulketuje igi pependahin umum pa i negat unterpe papengalam dipendahian ola dan yinemput dibah sahi um	
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CHICAGO TITLE & TRUST COMPANY, 17	't N C	LARK, CHICAGO II. BUGOL	
Signature of Trustor(e):			
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CHERYL GRAY		DAVED GRAY.	
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