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This instrument prepared by:		
E.B. Reganam		
(Name)		1
P.O. Box 8729		
(Address) Rolling Meadows, IL 60008	950207 72	DEPT-01 RECORDING \$0.00 140001 TRAN 6728 01/11/95 12:59:00 10680 # CG *955020772 COOK COUNTY RECORDER
TRUST DEED		DEPT-01 RECORDING \$29.50 T#0001 TRAN 6728 01/11/95 12:59:00 #0678 # CO * PE 020358 COOK COUNTY RECORDER
4 GCA 3 G		
THIS INDENTURE, made January 9	, 19 95	naccaperause only
divorced and not since remark		, herein referred to as "Mortgagors," and
Chicago Title & Erust		an Illinois corporation doing business in
Chicago	, Illinois, herein referred to a	as Trustee, witnesseth:
legal holder or holders being herein referred to eleven and 76/100 (the "Note") of the Mortgagors of even date which are or may become payable from time and by which said Note the Mortgagors pronot paid earlier, due and payable as provid made at the place or places designated in NOW, THEREFORE, the Mortgagors to saccordance with the terms, provisions and herein contained, by the Mortgagors to be a 5 hereof to protect the security of this trust delivered to the recorder for record, do by the unto the Trustee, its successors and assign therein, situate, lying and being in the	Das Holders of the Note in the princip Doll a herewith (Ficluding particularly, I ne-to-time if ereunder), made pay omise to make monthly payments ed in the Note. All of said principal writing from time to time by the h	he Promissory Note hereinafter described. Sald calsumof Six thousand three hundred ars, evidenced by one certain Promissory Note but not exclusively, prompt payment of all sums able to the Holders of the Note and delivered, in a of principal and interest, with the whole debt, it all and interest payments under the Note shall be Holders of the Note. It principal sum of money and said interest in a performance of the covenants and agreements the sums, with interest, advanced under Section advances made after this trust deed it is IRA NT, THANSFER, CONVEY and WARRANT that and all of their estate, right, title and interes
to wit: PI FASE SEE	SCHEDULE "A" WHICH IS AT	TACHED HIPETO
	RT HEREOF FOR THE LEGAL	DESCRIPTION
Prior Instrument Reference: Volume	Page_	95020772
Prior Instrument Reference: Volume	27–1203	
Etha of the Orato or minors' without and right	s, tenements, easements, fixtures and during all such times as Mortga and during all such times as Mortga atte and not secondarily) and all ap a part restricting the foregoing), screen oves and water heaters, but not income foregoing are declared to be a partial apparatus, equipment or an is shall be considered as constitutions unto the said Trustee, its such, free from all rights and benefits the Mortgagors do the spouse of Mortgagors and sereby so release and waive) at the spouse and waive) at	premises". s, and appurtenances thereto (which are pledged agors may be entitled thereto (which are pledged aparatus, equipment or articles now or hereafter er, refrigeration (whether single unit, or centrally ens, window shades, storm doors and windows, cluding any apparatus, equipment or articles that am articles the premises of the premises and estate whether physically attached articles hereafter placed in the premises by the ang part of the premises. Inder and by virtue of the Homestead Exemption thereby expressly release and walve. By signing that also executed this trust deed solely for the lof such spouse's rights and benefits under and

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1. Mortgagors shall promptly pay 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 lien 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; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3. 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 or fines 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 fire, lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its loan co 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, 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 exidenced 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 ie: 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 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, comprovise 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 monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, 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 soft or 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 coveriants, conditions and provisions contained herein on the part of Mortgagors.

6. The Trustee or the Holders of the Note hereby secured inciking 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

to the terms hereof.

8. When the indebtedness hereby secured shall become due whether by a celeration 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 expent 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, 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 title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and 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 defendant, 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 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 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.

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10. Upon, or at any time after the filing 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 suit 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 deficiency in case of a sale and deficiency. (b) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien 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 trus, deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the premises, the leasehold and fee 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 deed, whether or not then due, with any excess paid to Mortgagors. In the event of a partial taking of the premises, unless the Holders of the Note otherwise agree in writing, the sums secured hereby by this trust deed shall be reduced by the taking, divided by (b) the fair market value of the premises 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 damages. 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 its the sums secured by this trust deed whether or not then due. Unless the Note provides otherwise, any application of the preceded to principal shall not extend or postpone the due date of the monthly payments referred to in Section 1 hereof or change the amount of such paymens.

15. If the loan secured by this trust deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collecter or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

limits, then: (a) any such loan charge shall be reduced by the amount necessary to recluce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which et ce aded permitted limits will be refunded to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

16. This trust deed shall be governed by federal 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 reall 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 are declared to be severable.

Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or trust deed, nor shall Trustee

be 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 its own gross negliger ce or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

18. 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 the note, representing that all indebtedness hereby secured has been paid, which representation frustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the penulog Note. 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 piaced thereon by a price trustee hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the 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 herein 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 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds 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 that thortgagor's interest in the premises under the terms of 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 deed; and (c) agrees that the Holders of the Note and any other Mongagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Montgagor's consent.

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21. Before releasing this trust deed, Trustee or successor shall receive for its services a tee as determined by its rate schedulo in effect when the release deed is issued. Trustee or successor shall be entitled 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, Montgagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatement by Montgagors, 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 Montgagors is sold or transferred and Montgagors are not natural persons) without the prior written consent of the Holders of this Note, the Holders of the Note may, at its ortheir 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 by the Holders of the Note shall give Montgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Montgagors must pay all sums secured by this trust deed. If Montgagors fall 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 Montgagors.

of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

24. Except as provided in Section 23 hereof, if Mortgagors 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 Mortgagors 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 Mortgagors (which date may be the date Mortgagors 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 intest be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have made an express written finding that Mortgagors have exercised Mortgagors' right to reinstate within the five (5) years in madiately preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that failure to cura the default on or before the date specified in the notice may result in acceleration of the sums secured by this trust reed, 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 trust deed without further demand and may initiate or complete the foreclosure of the trust deed by judicial proceeding. Except as otherwise provided by applicable law, the Holders of the Note shall be entitled to collect the expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attempty's fees and costs of title evidence.

Wilnesses:	TNESS the hand	_ and seal	st Mortgago	rs the da	ay and year fi	irst abøve writ	ten.	
		 	- 'C	Mortgage	Paul L.	Groot		(SEAL) (SEAL)
				gaghoM	GI .			[-4,14]
STATE OF IL	LINOIS,	}		Sh.	,			
COUNTY OF	Cook	} 55.						
	Karla A. Sitko					and for and r	esiding in s	aid County,
in the State	aforesaid, CERTIFYTH	AT <u>Paul L</u>	_Groot			Langua to ma	to he the	
son v	whose name	subscri	hed to the foreg	nina inst	_, personally rument arbe	known to me	athis day in	narson and
acknowled	ged thathe	signed.	sealed and deliv	vered the	e said Instrur	ient as	o tino day iri	free and
voluntary a	ct, for the uses and pu	rposes therein :	set forth.			\\ \C_{}		·
Giv	on under my hand and	l Notarial Seal t	his <u>9th</u>	day of	January		_, 19 <u>95</u>	
	OFFICIAL KARLA A. S NGTARY PUBLIC, STA MY COMMISSION EX	SEAL STKO	X))	C. 1	(H)()		
	NOTARY PUBLIC, STA	PIRES 6-14-98	(77	,			0	Votary Public
[SEAL]	Management of the Park of the		My Co	ommissio	on expires: _	June 14	1 TEXASTRA	9 <u>98</u>
[OEAL]	(MPOR	CANT!		 			1265_	·
50D 7115				d Id	entification N LONGO TELL	C. Francisco	Markin I.	RUSTE
LENDER	PROTECTION OF B THE NOTE SECUR BE IDENTIFIED BY T EED IS FILED FOR R	ED BY THIS	TRUST DEED	B		1/1	<u> </u>	,Trustea
SHOULD	BE IDENTIFIED BY T	HE TRUSTEE	BEFORE THE		VCALCOTTO.		(A)	Trust Onicer
THUST U	EED IS FILED FOR K	ECURU.				RST SACRE		ICEC
***	33	9		٠٠ ا	INSERT ST	REET ADDR	ess of Ab	BOVE
MAIL TO:	Northstar Title 1420 Kennsingto				DESCRIBE	D PROPERT	Y HERE:	
10.	Cak Brook, IL 6				2418	Charleston	Dr. #306	5
		 		}		mburg, IL		
PLACE	IN RECORDER'S OFFIC	E BOX NUMBER						

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UNOFFICIAL COPY Schedule "A"

BENEFICIARY'S NAME AND ADDRESS:	TACCOUNT NUMBER:
SECTION OF THE CITY ABUTEOU.	318648
HOLDER OF PROMISSORY NOTE	NAME OF THUSTOH(s):
	1) Paul 1. groot
	2) 3)
	4)
Legal Description of Real Property:	
survey of the following descriptions: 1/4 of section 19 a subdivision in part of the sourange 10, east of the third pras exhibit "a" to the declarate with its undivided percentage	rwood estates condominium, as delinated on the ibed real estate: a part of the southwest and part of heatherwood estates phase II, being a authwest fractional 1/4 of section 19, township 41 nor rincipal meridian, which survey is attached tion recorded as document no. 89277152 together of interest in the common elements in
cook county, illinois.	
TAX ID# 07-19-300-027-1203	Of County Clarks
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	$O_{\mathcal{C}}$
REAL PROPERTY COMMONLY KNOWN AS:	1
2418 Charleston #306 Schaumburg, I	IL 60193
TRUSTOR(s) MAILING ADDRESS TO WHICH A COPY OF ANY NOTICE OF DEFA	OULT OR ANY NOTICE OF SALE IS TO BE MAILED TO:
Signature of Trustor(s):	
alo 44	Kalic Chio tho
Paul L. Groot	OFFICIAL SEAL KARLA A. SITKO
· laal 6. Gloot	MASSION EXPIRES 6-14-98
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Property of Cook County Clerk's Office

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