UIN	JEFICIAL COPT				
This instrument propored by:  E.B.REGANAN (Name) P.O. BOX 6729					
ROTATING MEALXCWS, IL GOODS (Aikiross)	9 <b>523307</b> %				
TRUST DEED	. DEPT-01 RECORDING 429.50 . T90011 TRAN 6424 04/07/95 12109:00 . 12784 € RV ★95233076 . COOK COUNTY RECORDER				
784038	95233076				
THE LOCAL PROPERTY AND A CORP. C	THE ABOVE SPACE FOR RECORDER'S USE ONLY				
THIS INDENTURE, made 15811, 6,	JOINT TENACY , between DONALD J. SUAW AND , herein referred to as "Montgagors," and				
JO ANN M. SHAW, HIS WIFE, IN CHICAGO TITLE & TRUST	an Illinois corporation doing business in				
CHICAGO	, Illinois, herein referred to as Trustee, witnesseth:				
THAT, WHEREAS the Montgagors are justly in Jebtod to the legal holders of the Promissory Note hereinafter described. legal holder or holders being herein referred to as Holders of the Note in the principal sum of SIX THOUSAND TWO HUNDRED Dollars, evidenced by one certain Promissory (the "Note") of the Montgagors of even date herewith (including particularly, but not exclusively, prompt payment of all swhich are or may become payable from time-to-time the eurologi, made payable to the Holders of the Note and delivered and by which said Note the Montgagors promise to make monthly payments of principal and interest, with the whole do not paid earlier, due and payable as provided in the Note. All of said principal and interest payments under the Note shall be particularly by the Holders of the Note.  NOW, THEREFORE, the Montgagors to secure: (a) the payment of all chief sum of money and said interest herein contained, by the Montgagors to be performed; (b) the payment of all other course, with interest, advanced under 55 hereof to protect the security of this trust deed; and (d) the unpaid balances of hand advances made after this trust dedivered to the recorder for record, do by these presents BARGAIN, SELL, GRANT, TRANSFER, CONVEY and WARR unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and int therein, situate, lying and being in the					
PLEASE SE AND A P.	E SCHEDULE "A" WHICH IS ATTACHED HERSTO ART HEREOF FOR THE LEGAL DESCRIPTION.				
Prior Instrument Reference: Volume	Page 93233076				
Permanent tax number: 04-08-411-	010				
which, with the property hereinafter desc TOGETHER with all improvement rents, issues and profits thereof for so long primarily and on a parity with said real est therein or thereon used to supply heat, gas controlled), and ventilation, including (with floor coverings, in-a-door beds, awnings, so constitute "household goods", as the term 444), as now or hereafter amended. All of thereto or not, and it is agreed that all shortgagors or their successors or assign TO HAVE AND TO HOLD the preand upon the uses and trusts herein set for Laws of the State of Illinois, which said rigit	ribed, is referred to herein as the "premises".  Its, tenements, easements, fixtures, and appurtenances thereto belonging, and all and during all such times as Mortgagors may be entitled thereto (which are pledged tate and not secondarily) and all apparatus, equipment or articles now or hereafter s, air conditioning, water, light, power, refrigeration (whether single unit, or centrally nout restricting the foregoing), screens, window shades, storm doors and windows, sloves and water heaters, but not including any apparatus, equipment or articles that it is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part the loregoing are declared to be a part of said real estate whether physically attached similar apparatus, equipment or articles hereafter placed in the premises by the is shall be considered as constituting part of the premises.  It is shall be considered as constituting part of the premises.  It is successors and assigns, forever, for the purposes, only free from all rights and benefits under and by virtue of the Homestead Exemption that and benefits the Mortgagors do hereby expressly release and waive. By signing the spouse of Mortgagor, has also executed this trust deed solely for the estimated to the sole of the solely for the estimated to the solely solely and benefits under and				

15-123 TD (Rev. 1-95)

Page 1

29 84



10. Upon, or at any time after the filing of a bill to foreclose this trust doed, 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 Mortgagers 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 herounder 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 deliciency, during the full statutory period of redemption. Whether there be redemption or not, as well as during any further times when Montgagors, 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 from the terms as a second or other than the terms are second or other than the terms are second or other than which 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.

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 condomnation 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. If 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 the idea, 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 amount of the proceeds multiplied by the following fraction. (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to taking, divided by (b) the fair market value of the premises immediately before the taking. Any balance shall be paid to Montgagors. If the premises are abandoned by Montgagors, or it, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for cam iges. Montgagors fail 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 to the surns secured by this trust deed 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 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 collecte for to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which exceeded 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 conflicts thail not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end to e 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 condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the 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 commissions hereunder, except in case of its own gross negliger commissions herein given, 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 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. without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept us the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a prior 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 whichconforms 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 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 only to mortgage, grant and convey that Mongagor'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 other Mongagor may agree to extend, modify, torbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.

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 entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the lillinois "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 reinstatement by Mortgagors, this trust deed and the obligations secured thereby shall remain fully effective as if no accoleration 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 dood. However, this option shall not be exercised if the exercise of this option by the Holders of the Note is prohibited by federal law as of the date of this trust deed. If the Holders of the Note exercise this option, the Holders of the Note shall give Mortgagors 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 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 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 must 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 immediately preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that failure is cure the default on or before the date specified in the notice may result in acceleration 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 sams secured by the trust deed without further demand and may initiate or complete the foreclosure of the trust deed by furticial proceeding. Except as otherwise provided by applicable law, the Holders of the Note shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable at orney's lees and costs of title evidence.

	TNESS the hand and seal of Mort	igagors th	ne day and year first above written.
Witnesses:	7-	(	franklet lem ISEALI
		MA	AGRICO TONATO T SPAN .
			ingagor JO ANN M. SHAW
STATE OF IL	LINOIS.	95	O TRACT IS DIAM
COUNTY OF	}		
I KARLA	A SITKO	<i>ال</i> ا ا	a Notary Public in and for and residing in said County,
in the State	aforesaid, CERTIFYTHAT DONALD j & JO	ANN M.	SHAM
	wheen name subscribed to the	foregoine	, pa sonally known to me to be the same per- Instrument, appeared before me this day in person and
acknowled	ded that THEY signed sealed and	l deliverer	d the said instrument as free and
	act, for the uses and purposes therein set forth.		\$ _
	ven under my hand and Notarial Seal this6TH	day	of <u>APRIL</u> , 19 <u>95</u> .
	OFFICIAL SEAL KARLA A. SITKO TARY PUBLIC, STATE OF ILLINOIS TY COMMISSION EXPIRES 6-14-98	4	Oc. Ci. Stand
SEAL)	11. COMMISSION EXEMPS DIVING	Иу Comm	nission expires: 6/11, 19/18
2	IMPORTANT!		Identification No. 7941308
TOFOR THE	PROTECTION OF BOTH THE BORROWER	AND	Identification No. 78/1308  OHLOAD TIPLE A TRUST COMPAY, TRUSTITUSIEE
CLENDER	PROTECTION OF BOTH THE BORROWER THE NOTE SECURED BY THIS TRUST D BE IDENTIFIED BY THE TRUSTEE BEFORE DEED IS FILED FOR RECORD.	EED	By Aland Hither Trust Officer
TRUST D	EED IS FILED FOR RECORD.		
MAIL TO:	NORTHSTAR TITLE	()	FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
	1420 KENSINGTON RD. OAK BROOK, IL 60521		3064 PLUM ISLAND DR. NORTHBROOK, III GOOG2
L PLACE	IN RECORDER'S OFFICE BOX NUMBER	. <del></del>	

#### Schedule "A"

HEHEFICIARYS NAME AND ADDRESS:	ACCOUNT MUMBER:
HOLDER OF NOTE	NAME OF TRUSTORIO:  1) DONALID J. SHAW  2) JO ANN M. SHAW  3)  4)
Legal Description of Real Property:	THE STATE OF THE PROPERTY OF T
SECTION 8, TO NSHIP 42 NORTH, RANGE TO COOK COUNTY, TILINOIS.	UNIT NUMBER 1, BEING A SUBDIVISION IN 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 95.233076
REAL PROPERTY COMMONLY KNOWN AS:  3064 PLUM ISLAND DR. NORTHBROOK, IL 6004	62
TRUSTORIO MAILING ADDRESS TO WHICH A COPY OF ANY NOTICE OF DEFAULT OR A P.O. BOX 8729 ROLLING MBALXOWS, IL 60008	
Signature of Trustorie):  DONALID J. SHAW  DONALID J. SHAW  JO ANN M. SHAW	

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Property of Cook County Clerk's Office

ACOUNTED SE

- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiring 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. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured 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 of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustoo shall have the right to foreclose the fron hereof. In any suit to foreclose the lien hereof, there shall be allowed. and included as additional indebtodness in the decree for sale all expenditures and expenses which may be paid or incurred by or an boball of Trustoo or Benuficiary for attornoy's teas, Trustoo's teas, appraisers' fees, butlay for documentary and experi evidence, stonographers' 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, quarantoe policies. Torre is contificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deam to be reasonably accessary aither to prosecute such suit or to evidence to bidders at any safe which may be had pursuant to such decree the true condition of the title or the value of the promises. All expenditures and expenses of the nature in this paragraph reentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to wrich either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indeptedness 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.
- B. The proceeds of any foreclosure sale of the promises 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 horsel; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note: fourth, any overplus to Grantors, their heirs, logal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Troy 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 Grantors 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 the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of 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 Grantors, except for the intervention of such receiver, would be entitled to collect such routs, 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 achieve the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtodness societed hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lion which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale. (2) the dense acy in case of a sale and deficiency.
- 10. 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 any action at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access 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 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 gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Upon prosontation of satisfactory evidence that all indebtednesses a used by this Torist Deed has been fully paid, oither before or after maturity, the Trustoe shall have full authority to release this Torist Deed, the lien thereof, by proper instrument.

UNOFFICIAL COPY

14. In case of the resignation, analytic or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Succession in Trust Any Successor in Trust hereunder shall have the identical title, powers and authority as are harein given Trustee.

perso execu	ing under o ns liable to Ited the Loa	r through Grantors, and the word "Gor the payment of the indebtednes	Granters" when is or any part t	and be binding upon Grantors and used herein shall include all such per hereof, whether or not such person clary as used herein shall mean and	rsons and all s-shall have
HIL	ria (?	pand(s) and seal(s) of Grantors the d West Hour Charache A/K/A Gloria Abernathy	lay and year first	above written.  Wehay & Welfinsty's  Richard Abernathy	(SEAL)
******			IFAL1		(SEAL)
STAT Coun	E OF ILLIN	ook ss.	a Notary Pub State aforesa	a A. Boubel lic in and for and residing in said C d, DO HEREBY CERTIFY THAT GI ia Aberthnathy married to Ri	ounty, in the oria Capler
This i	My	**OFFICIAL SEAL* Tina A. Boulie! tary Public, State of Illinois Commission Expires Wis5  YOS Diepared by	to the forego per so and a dervered the voluntary act, GIVEN and	personally known to me to be whose name is any instrument, appeared before me cknowledged that they said instrument as their for the uses and purposes therein set in a second purpose in the in the uses and purposes therein set in a second purpose in the in the uses and purposes therein set in a second purpose in the interest in the	subscribed this day in signod and free and forth.
*****	Kathleen	M. Swearingen 9528 S. Cice	ero Oak Lawn	,11, 60453	
D E L	NAME	Associates Finance Inc. 9528 S. Cicero Ave.		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
V V	STREET	TREET Oak Lawn, I.L. 60453			
E R Y	CITY				
C.D.	INSTRUCT	TONS			
		OR RECORDER'S OFFICE BOX	NUMBER		