And the second second

95385500

- DEPT-01 RECORDING +33.50 - T47777 TRAN 3371 06/14/95 14:30:00 - \$6606 \$ SK #-95-385500 - COOK COUNTY RECORDER

00680A.03

EIDIGHOGR

-	,			
TRI	IST	DE	FD	ì

INOSI DEED	
(1100)	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, meda	.1995 , between, SEE ATTACHED*
THIS INDENTURE meda MIDNEST BANK AND TRUST COM ANY, AS TRUSTED INDER TRUST AGREEMENT DATED NOVERBER 16 1885 AND KNOWN AS TRUST HUMBER 18- 11-4872, AS TO MARCKY 1, MD ANGELA CALLICO, MS TO MARCKL 2.	herein referred to as "Grantors", andF E TRONCONE
68-11-4872, AS TO SANCKI 1; AD ANGELA CALLICO, AS TO	ATRUSTEE OF OAKBROOK TERRACE Illing 'a.
PANCEL 2. herein referred to an "Trustee", wilnesseth: * EXH	IBIT A PROPERTY OF THE PROPERT
THE WILL GLANGE TO CO. THOUSE A PROPERTY OF THE PROPERTY OF TH	* P * 1 - 71
THAT, WHEREAS the Grantors have promised to pay to Ass	coclates Finance Inc. herein referred to as "Beneficiary".
the legal holder of the Loan Agreement harringfter described,	
EIGHT HUNDRED SIXTY NINE DOLLARS AND SIX CENT	Dollars /\$ 106969 06 1 together
with interest thereon at the rate of (check appli ablo box):	Managagagagaanananan MOINGO   Washing and MANAGAGAAN Approximated   100 000 100
with little est mereon at merate or foreon approvate boxy.	
Agreed Rate of Interest: 13.90 % per year on the un	neid principal heleppes
MAgreed Rate of Interest: This is a variable interest rate if	nen and the interest rate will increase or decrease with
changes in the Prime Loan rate. The interest rate will be	
published in the Federal Reserve Board's Statistical Release I	
is the published rate as of the last business day of	in the Bank Bring Loan
interest rate is % per year. The interest rate will incl	east of recrease with changes in the bally raine Loan
rate when the Bank Prime Loan rate, as of the last business de	ly of the preceding month, has increased or decreased by
at least 1/4th of a percentage point from the Bank Prime Lo	an rate on which the current interest rate is passed. The
interest rate cannot increase or decrease more than 2% in any	year. In no event, nowever, will the interest rate ever be
less than % per year nor more than % pe	r year. The interest rate will not change before the First
Payment Date.	
	At A I have done the Tile accounts of the commissions
Adjustments in the Agreed Rate of Interest shall be given of	Trect by changing the dollar amounts of the remaining
monthly payments in the month following the anniversary date	of the loan and every 12 months thereafter so that the
total amount due under said Loan Agreement will be paid by the	16 last payment date of 6-15
2010. Associates waives the right to any interest rate in	ncrease after the last anniversary one prior to the itst
payment due date of the loan.	'C
men and the second of the seco	A second of own data basswith, made assable to the
The Grantors promise to pay the said sum in the said Loan	Agreement of even date herewith, made payable to the
Beneficiary, and delivered in 180 consecutive month	ly installments: 1 of 1443.70
followed by 179 at \$ 1402.82 , followed by	N/A at \$ N/A with the list distantant
eginning on 7-15 , 19 95 and the rema	aning installments continuing on the same day of dach
month thereafter until fully paid. All of said payments being ma	
place as the Beneficiary or other holder may, from time to time,	at whiring appoint.
Files 4.000	
I MTERT	OUNTY
<b>∐_</b> , 'b∵g	55
	•
OPICINA	1 /17
ORIGINA	
i BOHHOA	VER COPY (1)

RETENTION COPY (1)

607664 REV. 3-95 (I.B.)

PARCEL 1: THE SOUTH 13 FRET OF LOT 23 AND THE NORTH 16 FRET OF LOT 26 IN BLOCK 1 IN THOMAS J. DIVENS: SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE RAST 1/2 OF THE NORTHHEST 1/4 OF THE SOUTHWEST 1/4 OF THE THIRD SECTION 2, TOWNSHIP 39 NORTH RANGE 13, RAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LON 18 AND THE NORTH 1/2 OF LOT 19 IN CAPPENTER'S SUBDIVISION OF BLOCK Y OF R. HARDING'S SUBDIVISION OF BLOCK Y OF R. HARDING'S SUBDIVISION OF THE HORTH 1/2 OF THE HORTHEST 1/4 OF SECTION 11, TOWNSHIP 39 HOSTH, RANGE 13, EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property here is ter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set furth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

- 1. Grantors shall (1) promptly repair, restore 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 waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a ten 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 Beneficiary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection 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 alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors 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 Beneficiary duplicate receips therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, and text or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 Beneficiary, under insurance policies payable, in case or loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage crosse to be attached to each 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 the respective dates of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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 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 promise 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

- 5. The Trustee or Beneficiary hereby secured making any payment below authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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 Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, 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 Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay 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 abstracts of title, title searches and examinations, guarantee policies, Toriens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title 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 immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreemen' Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, inclining probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff, claimant or defer dails, 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 accurate 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.
- 8. 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 included 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 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, lagal representatives or assigns, as their rights may appear.
- 9. 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 sittler 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 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 and during any further times when Grantors, 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 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 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; (2) the deficiency 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 thoreto 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 misdonduct and Trustee may require indemnities satisfactory 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, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.

14. In case of the resignation, inability or refusal to act of Trustee, the Seneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are heroin given Trustee. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary. SLL EXCOLPATORY RINTR ATIACH D TO APD d year first above written.
Midwest Trust Serices, Inc. as Successor
Trustee to Midwest Bank and Trust Co. as WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SEAL) Trustee under trust No. 85-11-487 (SEAL) and not personally (SEAL) Tryschke. Land Trust Adminstrator STATE OF ILLINOIS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of ANGELA CALLICO, UNMARRIED \_ personally known to me to be the same who IS person whose name \_\_\_\_\_ OFFICIAL SEAL to the foregoing Instrument, appeared before me this day in JACEX SENICEVICZ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV. 18, 1967 person and acknowledged that SHE HER delirered the said Instrument as voluntary act, for the uses and purposes therein set forth. GIVEN upder my and and Motarial Seal this 9TH day of 95 JUNE This instrument was prepared by 7035 W. NORTH AVE. OAK PARKIL. FOR RECORDERS INDEX PURPOSES NAME INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE ļ STREET E CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Trust Deed DATED June 9, 1995 AND EXECUTED

BY MIDNEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO

MIDNEST BARK AND TRUST COMPANY, UNDER TRUST AGREEMENT

85-11-4872:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not expersonal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Trust Services, Inc. as Successor Trustee to Midwest Bank & Trust Company, but are made and intended for the sole purpose of building the trust property, and this document is executed and delivered by said Midwest Trust Services, Inc., as Successor Trustee to Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Trust Services, Inc., as Successor Trustee to Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto C/O/7/5 O/F/CO and by all persons claiming by, through and under them.

953855000

Property of Cook County Clerk's Office

EXHIBIT A

MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 1.4.
/EL 2.

OPERATOR CONTRIBUTE CLERK'S OFFICE 85-11-4872, AS TO PARCEL 1; AND ANGELA CALLICO AS TO PARCEL 2.

Property of Cook County Clerk's Office

EXHIBIT A

FARCEL 1: THE SOUTH 13 FEET OF LOT 23 AND THE NORTH 16 FEET OF LOT 24 IN PLOCK 1 IN THOMAS J. DIVENS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE MORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 18 AND THE NORTH 1/2 OF LOT 19 IN CARPENTER'S SUBDIVISION OF BLOCK 7 OF F. HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

953855560

Property of Cook County Clerk's Office