TRUST DEED

Individual Mortgagor

[] Recorders Box 333

[X] Mail To: The Chicago Trust Company

Note ID and Rolease 171 North Clark Chicago, IL 60601

092-071-0142**19**085638

ilp458344

96853070

EPT-01 RECORDING TRAN 2016 11/07/95 12:55:00

12410 1 RH #-96-853070 COOK COUNTY RECORDER

This trust deed consists of four pages (4 sheets 1 side). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made 11-04-1795

, between

LEON ROBINSON AND LINDA FORINSON HUSBAND AND WIFE herein referred to as "Mortgagors" and The CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indicated to the legal holders of the Installment Note hereinafter described. said legal holder or holders being herein referred of at Holders Of The Notes, in the Total Principal Sum of THIRTY-FOUR THOUSAND SEVEN PANDRED SEVENTY-NINE AND 40/100

DOLLARS, evidence by one certain Installment Note of the Morigagors of even date herewith, made payable to THE ORDER OF BEARER OR OTHER PARTY and delivered, in and by which said Note the Mortgagors promises to pay the said principal sum and interest from 11-08-1996 on the balance of principal remaining from time to time unpaid at the rate provided in the Installment Note in installments (including principal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and literest, if not sooner paid, shall be due on the day of NOVEMBER, 2011. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal. All of said principal and interest shall be made payable at such banking house or trust company in , Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment then at the location designated by the legal holders of the Installment Note.

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements and promises of the Mortgagors contained in the Installment Note and herein, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

which has the address of 5256 W. RACE ST. CHICAGO, IL EDEAL ("Property Address"); PIN # 16-09-117-016-0000 AVD 16-09-117-017-0000

> LOTE 7 AND 8. IN BLOCK 3, IN STRUCKS ADDITION TO CHICAGO, SAID ADDITION BUILD A SUBSTITUTE OF THE BAST 1/2 OF THE SOUTHEAST 1/4 OF THE EQUITMENT 1/4 OF SECTION 9. TORIGHTY 39 MONTH, NAMES 13, TAST OF THE THIRD PRINCIPAL MENIDIAN,

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which with the property hereinafter described, is referred to herein as the 'premises, '

TOGETHER with all improvements, tenements, easements, fixtures, and appurtunances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or bereafter therein or thereon used to supply heat, gas, air conditioning, water. Eight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters.

All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed

	aced in the premises by the mortgagors or their successors or
assigns shall be considered as constituting part of the real es	
	stee, its successors and assigns, forever, for the purposes, and
Laws of the State of Minois, which said rights and benefits t	and benefits under and by virtue of the Homestead Exemption
Witness the hand and seed of Mortgagors the day and year fi	
WITNESS the hand and seal of Montgagors the day and year	
	$-\sqrt{2}$
Jan Maferin ISEAL!	Linka tolumsaisFAL
LECT ROBINSON	LINDA ROBINSON
(CEAT)	[SEAL]
[SEAL]	jarnoj
STATE OF ILLINOIS	,
22	795638
County of COK	and the state of t
1,	Moury Public in and for the residing in said County, in the
state of oresaid, DO HEREBY CERTIFY THAT HEN RED	se proofs) systemized to the foregoing instrument, appeared
before me this day in person and acknowledged that	
THAR free and voluntary act, for the uses and pur	poses therein of forth.
	y of NORMER 1996 & "OFFICIAL SEAL"
	2 REGINAL Dum c
	TOTAL PURE CLASS OF BEHAVE
Notary Public	Notatial Sesi
THE COVENANTS, CONDITIONS AND FROVISIONS PR	ild any buildings or improvements now or hereafter on the
	e) keep said primites in good conflicts and repair, without
	or lien not expressly subordinated in the fice hereof; (c) pay
when one any indebtedness which may be secured by a lien of	r charge on the premises superior to the lien hereof, and upon
	a prior lien to Trustee or to holders of the note, (d) complete
	at any time in process of erection upon said premises; (e)
	with respect to the premises and the use thereof; (f) make no
material alterations in said premises except as required by law 2. Mortesanors shall now before any regulty attaches all get	neral taxes, and shall pay special taxes, special essessments,
	inst the premises when due, and shall, upon written request,
	s therefor. To prevent default hereunder Mortgagors shall pay
in full under protest, in the manner provided by statute, any t	
	v or hereafter situated on said premises insured against loss or
	e, where the lender is required by law to have its loan so
	nce companies of moneys sufficient either to pay the cost of
	tedness secured hereby, all in companies satisfactory to the
	e of loss or damage, to Trustee for the benefit of the holders tgage clause to be attached to each policy, and shall deliver all
	s of the notes, and in case of insurance about to expire, shall
deliver renewal policies not less than ten days prior to the res	
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4. In case of default therein, Trustee or the holders of the mater, or of any of them, may, but need not, make any payment for perform any act hereinbefore required of Morigagors in any form and manner deemed expedient, and may, but need fact, make full or partial payments of principal or intensit or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or rite or claim theref, 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 attermays' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus remonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate set forth in the notes securing this trust deed, Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default insecunder on the part of the Mortgagors. If Trustee or the note holder purchases insurance on said promises as authorized herein, it will have the right to select the agent. Trustee or the note holder is not required to circin the lowest cost insurance that might be available.

5. The Trustee or the kelders of the notes 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 injury 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. Mortgagors shall pay each item of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal actus, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the centrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and con inne for three days in the payment of any interest or in the performance of any other agreement or promises of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become live whether by accoluted on or otherwise, holders of the notes, or any of them, 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 empenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the norm, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence. Managraphens' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decreas of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile as Trustee or holders of the notes, or any of them, may deem to be ressonably 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 recome to much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pro manurity and set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including produce and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by mason of this wast deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the furcelessure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) prevarations for the defeate 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 premises shall be distributed and applied in the following creer 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 indebtoiness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes: fourth, any overplus to Mortgagors, their heirs, logical imparagraph to the principal notes.

or astigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to forcelose 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 the 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 betweender 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 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.

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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: (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 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 an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or author by of the signatories on the note or the 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 negligence 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.
- 13. 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 principal notes, 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons becein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to the le Sinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 principal notes or this Trust Deed.
- 16. Before releasing this trust deed. Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor trustee shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust De A.

17. The provisions of the "Trust and Trustees Act" of the state of Illinois shall be applicable to this Trust Deed.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE
BORROWER AND LENDER THE
INSTALLMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY
THE CHICAGO TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED FOR
RECORD.

PREPARED BY: J HAERY

P.O. BOX 6419 VILLA PARK IL 60181

dentification	No.	•	•	J

THE CHICAGO TRUST COMPANY, TRUSTEE

5638

BY Assistant Vice President, Assistant Sections.

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

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