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COOK COUNTY RECORDER

TOUGT OFFO		279/
TRUST DEED	97118763	U / N
THIS INDENTURE, made 02/19/97		THE ABOVE SPACE FOR RECORDERS USE ONLY
		uce A. frantal married to Wendy Frantal ntors", and Christopher T. Taul, Branch Asst, Vice
President	of Orland Park	, Illinois, herein referred to as
"Trustee", witnesseth:	Land Washing Colon	milities, herein reperted to as
THAT, WHEREAS the Grantors have p.o. the legal holder of the Loan Agreement h with interest thereon at the rate of (check of	ereinafter described,	ociates Finance, Inc., herein referred to as "Beneficiary", the principal amount of \$56676.77, together
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changes in the Prime Loan rate. The interpublished in the Federal Reserve Board's is the published rate as of the last busines year. The interest rate will increase or decrate, as of the last business day of the propoint from the Bank Prime Loan rate on decrease more than 2% in any year. In nor more than% per year. The	riable interest (2.0 longest rate will be	pan and the interest rate will increase or decrease with percentage points above the Bank Prime Loan Rate 1.15. The initial Bank Prime Loan rate is
monthly payments in the month following total amount due under said Loan Agree	the anniversary date ment will be paid by	effect by changing the dolar amounts of the remaining of the loan and every 12 months thereafter so that the the last payment date of03/0./12 Associates iniversary date prior to the last payment due date of the
Beneficiary, and delivered in 180 followed by 179 at \$ 737 beginning on 04/01/97, at	consecutive month 60 , followed by nd the remaining insents being made pay	Agreement of even date herewith, made payable to the ally installments: 1 at \$ 886.93 0 at \$.00 , with the first installment stallments continuing on the same day of each month yable at ORLAND PARK Illinois, or at such place iting appoint.

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

607664 REV. 11-96 (I.B.)

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The West 90 Feet of the east 120 feet of Lot 6 in Kattering's Lemont Heights subdivision in the Northwest 1/4 of Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, according to the Plat Thereof recorded February 28, 1927 as Document Number 9562506, in Cook County, Illinois.

Commonly known as: 15 East Eureka Avenue Lemont, Illinois 60439

Parcel Number: 22 21 1/19 008 0000

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

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

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

- 1. Grantors shall (1) promptly repair, restore or religid 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 then not expressly subordinated to the lien hereof; (3) 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 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. Granters 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 receipts the efor. To prevent default hereunder Granters shall pay in full under protest, in the manner provided by statute, any tax or assessment which Granter 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, and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, 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 of loss or damage, to Trustee for the benefit of the Beneficiary, 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 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, procure insurance, 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 assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's feet 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. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.

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- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the case of default in making payment of any installment on the Contrary, become due prior written consent.

 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according and payable (a) immediately in the case of default in making payment or in this Trust Deed to the contrary, become due prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or the right to foregine the lien hereof, the shall be allowed. Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed as additional indebtedness in the decree for sale all expenditures and expenses which may be naid or Trustee shall have the right to foreclose the lien hereor. In any suit to foreclose the lien hereor, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or decree for attorney's feet annealisers' feet outlay for outlay for and included as additional indeptedness in the decree for sale all expenditures and expenses which may be paid or inclumentary and expert evidence standardhers' charges mublication costs and costs (which may be estimated as to incurred by or on behalt of Trustee or Beneficiary for attorney's tees, Trustee's tees, appraisers' fees, outlay for items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, and similar data and assurances with respect to title as Trustee or Beneficiary guarantee policies. Torrens 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 bidders at any sale which may be guarantee policies. Fortens certificates, and similar data and assurances with respect to little as Frustee or beneficiary had oursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses may deem to be reasonably necessary eitner to prosecute such suit or to evidence to bidders at any sale which may be not the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and nad pursuant to such decree the true condition of the title of 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 immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this of the nature in this paragraph mentioned shall become so much additional indeptedness secured hereby and immediately due and physible, with interest thereon at the annual percentage rate stated in the Loan Agreement this proceeding. Including immediately due and phyable, 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 or them shall be a party, either as plaintiff, claimant or defendant. probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, or def probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintin, claimant or derendant, by reason of this Trust Deed of any indebtedness hereby secured; or (b) preparations for the commencement of any commenced; or (c) by reason of this Trust Deed of any indebtedness hereby secured; or (b) preparations for the commencement or any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) or (c) any threatened suit or proceeding which might affect the premises or the security hereof, suit for the foreclosure hereor after accrual of such right to foreclose whether or not actually commenced; or (c) whether or not actually commenced; or (c) whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of rests and expenses incident to the foreclosure proceedings, including all such items as griority: First, on account of all costs and expens as incident to the foreclosure proceedings, including all such items as all other items which under the terms hereof constitute grounty: First, on account or all costs and expenses incident to the foreclosure proceedings, including all such items as secured indebtedness additional to that evidenced by the Loan Agraement, with interest thereon as herein provided: are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute third all principal and interest remaining tunnal on the note. fourth any overblue to Grantors their heirs legal secured indepleaness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; corresentatives or assigns, as their rights may annual. The note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this fluct Deed, the court in which such bill is filed may be made electroped or after sale, without notice, without appoint a receiver of said premises. Such appointment may be made eight before or after sale, without notice, without to the appoint a receiver or said premises. Such appointment may be made either before or after sale, without notice, without then value of the premises or whether the same shall be then occurried as a homestead or not and the Tristee. flegard to the solvency of insolvency of Grantors at the time of application for such receiver and wilnout regard to the hereunder may he annotated as such receiver shall have the nower to collect the rents, issues and then value or the premises or whether the same shall be then occupied as a nomestead or not and the Trustee profits of said premises during the pendency of such receiver shall have the power to collect the rents, issues and full statutory period of redemption, whether there be redemption or not, as well as cluring any further times when profits of said premises during the pendency of such foreclosure suit and, in case of a said and a deficiency, during the Grantors, except for the intervention of such receiver would be entitled to collect such ranks iscure and profits, and all Grantors, except for the intervention of such receiver, would be entitled to collect such rente) issues and profits, and all other powers which may be necessary or are usual in such cases for the protection. Dossession, control, management other powers which may be necessary or are usual in such cases for the protection, possessicn, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to 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 any or his hande in navment in whole or in part of (1) The indebtadness secured beachy or by any and operation or the premises during the whole of said period. The Count from time to time may authorize the receiver to decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the apply the net income in his hands in payment in whole or in part of: (1) The indeptedness secured lifeby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become reperior to the application is made nitor to toraclosure sale: (2) the deficiency in case of a decree toreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become (aperior to the sale and deficiency). The deficiency in case of a
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would
- TO, two action for the entorcement of the flen or of any provision hereof shall be subject to any belease in any action at law upon the note hereby secured. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be gated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms around the same or omissions harounder excent in case of proce medicance or misconduct and Trustee

gated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms require indemnities eatistactory to Trustee herora evergising any nower herein given.

Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, the Trust Deed has been fully paid, the Trust Deed has been fully paid, the thereof his preparation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, Upon presentation of satisfactory evidence that all indeptedness secured by this Trust Deed has been fully paid, imen;

I was presentation of satisfactory evidence that all indeptedness secured by this Trust Deed has been fully paid, imen; 14. In case of the resignation, inability or refusable act of Trustee, the Beneficiary 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 herein given Trustee. 15. 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. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. lendy Frantal (SEAL) Bruce A. Frantal (SEAL) (SEAL) STATE OF ILLINOIS. Christopher T. Taul a Notary Public in and for and residing in said County, in the County of _ State aforesaid, DO HEREBY CERTIFY THAT Bruce A. Frantal married to wendy Frantal who are personally known to me to be the same whose name s S to the foregoing Instrument, appeared before me this day in OFFICIAL SEAL pason and acknowledged that they CHRISTOPHER T. TAUL delivered the said instrument as their NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-18-99 voluntary set, for the uses and purposes therein set forth. GIVEN under my and and Notarial Seal this _____ 19th __ day of February A.D. This instrument was prepared by Christopter T. Taul B.J. Varela 9166 West 159th street Orly Park, Il. 60462 FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE ciates FinanceInc. DESCRIBED PROPERTY HERE 9166 WEst 159th street Orland Park, II. 60462 CITY INSTRUCTIONS

RESORDER'S OFFICE BOX NUMBER