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Acct # 0205121 Comm # 981L04961

| TRUST DEFO | | TUE AS | 0VE 00A0E E0D | DECORDED LIKE ONLY |
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| THIS INDENTURE, minde | 06/11/98 betw | yeen Barbara Jo | ordan, a widow - | RECORDERS USE ONLY |
| | tierein referred t | lo as "Grantors", an | d Kobert D. B | lazek |
| B.A.V.P. "Trustee", witnesseth: | Of | Evergreen Park | | ilinois, herein referred to as |
| THAT, WHEREAS the Granto the legal holder of the Loan A with interest thereon at the rate | Agreement hereinafter | described, the princ | nance, inc., herein ripal amount of \$ | eferred to as "Beneficiary", 54557,96 . together |
| Agreed Rate of Interest: | | | | la company de la |
| Agreed Rate of Interest: The changes in the Prime Loan rapublished in the Federal Rese is the published rate as of the year. The interest rate will increate, as of the last business dipoint from the Bank Prime Loaderease more than 2% in an are the second | te. The interest rate will rve Ecard's Statistical I last business day of rease or decrease with ay of the preceding mo an rate on which the o y year. In no event, ho | Il be perce Release H.15. The in ; the changes in the Bar onth, has increased current interest rata swaver, will the Incer- | ntage points above nitial Bank Prime Lourefore, the initial interior decreased by at it based. The interiorate per less rate ever be less | the Bank Prime Loan Rate an rate is%, which erest rate is% per when the Bank Prime Loan least 1/4th of a percentage est rate cannot increase or a than% per year |
| nor more than% pe | r year. The interest rati | e wiii not change bei | old he First Payme | nt Date. |
| Adjustments in the Agreed Remonthly payments in the montotal amount due under said waives the right to any interestions. | th following the annive Loan Agreement will b | rsary date of the lose on paid by the last (| an and every 12 no payment date of | onths thereafter so that the 06/20/13. Associates |
| The Grantors promise to publicary, and delivered in followed by 179 at | ny the said sum in the | said Loan Agreeme | nt of even date here ents:1a | ewith, made payable to the \$, |
| followed by 179 at beginning on 07/20/98 thereafter until fully paid. All or as the Beneficiary or other hold | , and the rem failed payments being | aining installments made payable at E | continuing on the VERGREEN PK | same day of each month |
| | | | | |

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all their estate, title and interest therein, situate, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

The North 33 1/3 feet of Lot 29 in Block 1 in A.O. Tyler's addition to Pullman being a subdivision of the East ½ of the Southeast ½ of the Southwest ½ and the West ½ of the West ½ of the Southwest ½ of the Southeast ½ of Section 21. Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN # 25-21-414-030 11730 320th HAKIAKD (LICKE, ELINOIS

which, with the property hereinar 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 forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which haid 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 len or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge or such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at enytime 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 merefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax 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, and other hazards and perils included within the scope of a strandard extended coverage endorsement, and such other hazards as Beneficiary may require, under policies providing to payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of 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 stendard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renaval 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 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. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.

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- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to tiny bill, statement or estimate procured from the appropriate public office without sinquiring 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.
- 3. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Geneficiary, 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.
 - 7. 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 expent evidence, stanographers' 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 bidders 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 and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this 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 Indicatedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accruaic 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 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 coan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the ricke; fourth, any overplus to Grantors, their heirs, legal 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 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 whither 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 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 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 ray 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 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 Dued 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.
 - 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 Beneficiary shall have the 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. (SEAL) Barbara Jordan (SEAL) (SEAL) Tina A, Boubel STATE OF ILLINOIS a Notary Public in and for and residing in said County, in the Cook State aforesaid, DO HEREBY CIERTIFY THAT _____ County of . Barbara Jordan, a widow personally known to me to be the same who _ whose name __is__ person ___ to the foregoing instrument, appeared before me this day in "Official seal" person and acknowledged that she TIMA A. ROUBEL her delivered the said instrument as _ lic, State of Illinois volunizary act, for the uses and purposes therein set forth. My Commission GIVEN under my and and Noturial Seal this Boubel Tina A. This instrument was pregared by Kathleen M. Safaringen 2528 W.94th ST. Evergreen Park, Il. 60805 FOR RECORDERS INDEX PURPOSES D NAME ASSOCIATES FINANCE, INC. INSERT STREET ADDRESS OF ABOVE 2528 W. 94th Street DESCRIBED PROPERTY, HERE Lyergreen Park, IL 60805 STREET 2528 W. 9-14 Streut Evergreen Park, IL 50805 R CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

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