TRUST DEED (TILINOIS)
For Use With Hoje Form 1440
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OR RECORDER'S OFFICE BOX NO.

CAUTION; Conquis a lawfur bolore uping of acting under this form: Helline the publisher for the ai makes any instrant, with respect thereto, including any visitant; of merchanishish or liness tut a pa 98568956 June 2 19 98 THIS INDENTURE, made _____ 8432/0059 49 001 Page 1 of 1998-07-02 10:24:52 KENNETH THOMPSON & SHARON THOMPSON 43,00 Cook County Recorder 3208 N. Sheffield Chicago INO. AND STREET) herein referred to as "Mortgagors," and MARK DEANE & SANDRA DEANE 3641 W. 84th Pl TI. Chicago (CITY) (STATE)

to the legal holder of a principal promissory note, connect "installment Note," of even date herewith, executed by Morigagors, made payable to Bearry and fellings of the beliance of principal sum and interest from July 1, 1998 on the beliance of principal sum and interest to be payable to graph be principal sum of the beliance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable ig installments as follows: One hundred Sixty One & 24/100——

Dollars on the Bd day of July 19 and One Hundred Sixty One & 24/100——

Dollars on the Sixty One & 24/100—— (NO. AND STREET) the LS.C., day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 18C stay of 11LY, 19...; a) such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the inpaid inter the extent and unput interest of the east interest obtained and the expension of the part of the extent and part when due, to bear interest of the state for payment fluored, a state of the part of the east of the extent and payable at MARK DEANS - R. KNOWLES. 832 ATLENE AVE. The order that other place as the legal holder of the note may, from time to lime, in with as well which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with a study interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case defaults hall occur in the payment, when due, of art in allment of principal or interest is accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other means contained in this Trust Overd (in which event election may be made at any time after the expiration of said three days, without notice), and that an parties thereto severally waive presentment for payment, notice of distinuor, protest and notice of NOW THEREFORE, to secure the payment of the said price of the covernants and agreements in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performence of the covernants and agreements therein contained, by the Martgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt state of its hereby acknowledged. Mostgagors by these presents CONVEY AND WARRANT unto the Trusted, its of his successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CLEY OF CITLERSO COUNTY OF COUNTY OF COUNTY. Lot 17 (except the West 4 Feet thereof) and the West 9 Feet of Lot 16 in Block 8 in Clark and Marston's 2nd Addition to Clarksdale, being a subdivision of the Northeast 1/4 of the Southwast 1/4 of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "promises," 19-35-319-073 Permanent Real Estate Index Number(s): 3641 West 84th Place, Chicago, TL 60632 Address(es) of Real Estate: TOGETHER with all improvements, tenements, entements, and appartenances thereto belonging, and all rents, issues and ortol's thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profite are pledged primarily and on a parity vibit real estate and profite are pledged primarily and on a parity vibit real estate and profite are pledged primarily and on a parity vibit real estate and profite are pledged primarily and on a parity vibit real estate and profite are pledged primarily and on a parity vibit real estate and profite and a profite and part vibit real estate and profite and a profite and part vibit real estate and profite and part vibit real estate and profite and part vibit real estate and profite and part vibit real estate placed premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparants, equipment or atticles hereafter placed in the premises by Mortgagort or their nuccessors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises and the sald Trustee, its or his successors and assigns, lorever, for the purposes, and upon the utest and trusts herein set forth, free from all rights and betefits under and by vittee of the Humestead Exemption Laws of the State of Illinois, which said rights and berefits and early the name of a record owner is:

MARK DEANE & SANDRA DEANE REPAITORNEY SERVICES! This Trust Deed combists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are inade a part hereof the same as though they were here set out in full and shall be binding on Morigagous, their kelrs, successors and assigns. Witness the hands and seals of Hostgagors the day and year first above written. OFFICIAL SEAL
TERRENCE A. SALS
NOTARY PUBLIC, STATE OF ILLINOIS
NY COMMISSION EXPRES 3-12-2000 PLEASE PRINT OR TYPE MAME(S) SHARON THOMPSON RELOW SIGNATURE(S) COOK State of Illinois, County of ha State aforesald, DO HEREBY CERTIFY that -MY COMMISSION EXPIRES 3-12-2000 5.10 E outen exert B. norted entire out of out in walked MINISTER, STATE OF MINISTER OF MI ___ subscribed to the largeing instrument, THE HELLENCE A. SAUS e the this day in person, and acknowledged that ______in. Cay, signed, realed and delivered the raid instrument as OFFICIAL SEAL ... free and soluntary act, for the uses and purposes therein set forth, including the release and waiver of the June Olven under my hand and official sele Truce Commission expires. SALS, 7667 W. 95th St., Hickory Hills, 60457 TERRENCE A. This instrument was prepared by SAME AND ADDRESS 766 202 Mail this instrument to

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without state? (2) attemptly repair, tensor, of rebuildings or improvements now or hersafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien and expressly subordinated to the lien hereof; (4) pay when due any indebteforess which may be secured by a lien or charge on the premises ruperior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such infort lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or buildings now or at any time in process of crection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors 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 prentises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holes of the note, 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days ptior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbelote required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior sneumbrances, 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 forfellure 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 thetewith, including reasonable mionry's lees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, pile reasonable 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 interer thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right according to there are count of any default hereunder on the part of Mostgagors.
- 5. The Tristee of the holders of the note hereby secured making any payment hereby authorized relating to taxes of assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry 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 inde tedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note of in "his Trust Deed shall, notwithstanding anything in the principal note of in "his Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall ber me due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to Interclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any sult o to reclose 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expense separatively expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to liters to be expended after entry of the decree, of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar data and assu ances with respect to little as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to belief, all any sale which may be had pursuant to such decree the true condition of the little to or the value of the premises, in addition, all expenditure and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and pay-top, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any actions unless of the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action us or to redefing, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintif, claimant or deren'th, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any salt for the loreclosure hereof af exercised of such
- 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 cours and expenses incident to the foreclosure proceedings, including all such items as are in all order ordered by the note hereby secured; and other items which under the terms hereof constitute secured indebtedness additional to that wide aced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any oversity of foregagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which turns of million is filed may appoint a receiver of said premises. Such appointment may be made either before or after safe, without notice, without regard to the solvency or involvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or wheth 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 power to collect the rent, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a said and a deficience, during the filed to reder the endency of such foreclosure suit and, in case of a said and a deficience, during the filed to collect such rents, issues and profits, and all other powers which may be necessary or are used in intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are used in such cases for the protection, possession, coatrol, management and operation of the premises during the whole of said period. The Court from 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 he eby or by any decree forecolong this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien here. In of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale and deficiency.

 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which we'll not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to impect the premises at all reasonable times and access thereto shall be pemilted for that purpose.
- 12. Trustee having duly to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust. Deed or in 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 his pwn gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall-relative 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 eliher before or after maturity thereof, produce and exhibit to Trustee the principal 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 herein described any note which bears a certificate of identification purporting to be executed by a prioritrustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate or any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports 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 or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. 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 and all persons at any time liable for the payment of the indebledness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

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