UNOFFICIAL COPY

		_	HELEN MAHER. ES FINANCE Illinois, herein reterred to a	
		SPACE FOR	WELEN J. MAGNET	•
535164	between HELEN herein referred to as Grantors of	ABOHER A/KIA	ES FINANCE	as.
-EN	HELKN	ASSOCIAL	ES FINANCE Illinois, herein reterred to a	
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HS INDENTURE, mad 01/29	01		referred to as the tonet	net
WIDO		sinance, Inc., hel	61914.01	
Trustee", witnesseth: THAT. WHEREAS the Grantors have legal holder of the Loan Agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the rate of the loan agreement interest thereon at the loan agreement interest the loan ag	nay to Associa	es ruicipal amount of	•	
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607664 REV. 11-96 (I.B.)

SER ATTACHED SHEDULE A

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

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

TO MAVE AND TO MOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set both, 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.

- t. Grantors shall (1) promptly repair, restore a rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be desired. (2) teep 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 tereot, (3) pay when the any indebtedness which may be secured by a fan or charge on the premises superior to the lien hereot, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Bereficiary. (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 invincipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general tares, and shall pay special tares, special essessments, 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 diserior. To prevent default hereunder diseriors shall pay in full under protest, in the manner provided by statute, an it is or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on taid premises insured against bass or damage by fire, and other bazards and perils included within the scope of a standard extended coverage embragement, and such other bazards as Beneficiary may require, under policies providing for nament by the insurance companies of moneys sufficient either to pay the cost of replacing or repaining the same or to pay in tail the includedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance primes 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 it occurs prior to the 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.
- A In case of default therein, Trustee or Baneficiary 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 titl 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 tien 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 maneys paid for redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All maneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorney's tess, 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, traction of Trustee or Beneficiary shall never be considered as a viewer of any right accruing to them on account of any default bereunder on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatspeker.

607664

- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquining into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sate, forteiture, 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, Terrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reaso; why necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such dicrae the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this price and 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 secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including 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 cay indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after (conval of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threat-ened 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 proceeding proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the telling period constitute secured indebtedness additional to that evidenced by the Lian Agreement, with interest thereof its hereof provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantous; their fields tegral representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this I nest 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 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 suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there he redemption or not, as was as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect a chi rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, we session, control, management and operation of the premises during the whole of said period. The Court from time to take 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 the proficiency 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 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 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 tien thereof, by proper instrument.

00680C.03

	appoint a Successor in Trust. Any Successor Trusts.	ability of reflicial to early Tru resson in Thust hereunder sha	short the Blasticiary shall have the auti It have the identical title, powers and auti	homy thomy a
	persons liable for the payment of the	the and the contract of the second	and be binding upon Granters and all sed herein shall include all such persons ereof, whether or not such persons sha ary as used herein shall mean and incl	s and a
	WITNESS the hand(s) and seal(s) of (hantons the day and year first (above written.	
	Kelen Micher	(SEAL)		(OFA)
B	BLEN MAHER A/E/A BELEN J			(SEAL)
-	20	(SEAL)		(SEAL)
\$	TATE OF ILLINOIS	STEVEN		
(county of COOR	ss a Notary Public State aforesaid MANER A/R	in and for and residing in said County. 30 MERETY CENTIFY THAT HELEN. 74 HELEN J. HAHER. A WIDOT	in the
		person S	personally known to me to be the whose name subs	same
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Schedule A - Page 2 - Legal Description

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

THAT PART OF LOT 92 IN SUBDIVISION OF LOTS 1, 20, 21, 40, 41, 60, 61, AND 88 IN BLOCK 29 AND LOTS 1, 22, AND 23 IN BLOCK 30 ALL IN 1ST ADDITION TO RAVENSWOOD MANOR A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MANOR AND AVEND.

F SAID 151

NUMBER 440769,

F SAID 107 92; THEN.

/EET; THENCE MORTH ON A.

. THENCE NOR CHUSTERLY ALONG.

IN THE NORTH LIDE OF LOT 92, 20;

F; THENCE WEST TO TIE NORTH WEST CORG.

OF BEGINNING, IN COCA COUNTY, ILLINOIS.

FIN # 13 -13 -115 - 123

Application of the company of the co FAIRFIELD AVENUE AND ALSO SANITARY DISTRICT RIGHT OF WAY REFERENCE BEING HAD TO PLAT OF SAID 1ST ADDITION TO RAVENSWOOD MANOR RECORDED JULY 17. 1909 AS DOCUMENT NUMBER 407697 BOUNDED AND DESCRIBED AS COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 92: THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 92. 30 FEET: THEN'T MORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID LOT 92. 95 FEET. THENCE NOT THE STERLY ALONG A LINE PARALLEL TO LINE OF LOT 92 TO A POINT ON THE NORTH LINE OF LOT 92. 20 FEET EAST OF THE NORTH WEST CORNER THEREDF; THENCE WEST TO THE NORTH WEST CORNER OF LOT 92. THENCE SOUTH TO THE POINT OF BEGINNING, IN COCA COUNTY, ILLINOIS.

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