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TRUST DEED

Individual Mottgagor

[ ] Recorders Box 333:

1 1 Mail To: The Chicago Frust Company

Note ID and Release 171 North Clark Chicago, IL 60601

035 060 0168591

## COMM537760 80430 }

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 herrs, successors and assigns.

THIS INDENTURE, made 01-26-1998

, between

GLORIA ROBINSON

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 muchted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

\$50,505.00 FIFTY THOUSAND FIVE HUNDRED FIVE AND NO 100

DOLLARS, evidence by one certain Installment Note of the Mortgagors 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 01-30-1998 on the belong of principal temaining from time to time unpaid at the rate provided in the Installment Note in installments (including provipal and interest) as provided in said Installment Note until note is fully paid except that the final payment of principal and interest, it not sooner paid, shall be due on the 4TH—day of FEBRUARY, 2028—. 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 Minneapolis, MN, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, meaner 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:

LOT 19 EXCEPT THE WEST 26 FEET THEREOF IN BLOCK 4 IN LYMAN BRIDGES ADDITION
TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF NORTH EAST QUARTER OF SECTION 8
and the west half of the north west quarter of section 9 Township 39 North RANCE 13
which has the address of EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
("Property Address"):
RECORDED 12-10-70 IN BOOK 172 OF MAPS PAGE 71, IN COOK COUNTY ILLIONIS.

5300 W. ROBINSON, CHICAGO, IL 60644

PIN#16~09~119-021

which with the property bereindrier described, is referred to berein as the "premis

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be emidted thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and vanilation, including (without restricting the foregoing), screens, window shades, storm abors 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 that all similar apparants, equipment or articles hereafter placed in the premises by the mortgagors or their successors or

assigns shall be considered as constituting part of the real estate.

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 said rights and benefits the Mortgagors do hereby expressly release and waive.

Winess the band and seal of Morgagors the day and year first above written.

Williams the hand and seal of Mortgagors the day and year first ab	oke memen
GLORIA ROBINSON - MUNICICISEALI	[SEAL]
Colore ( SEAL)	[SEAL]
STATE OF ILLINOIS SS	
County of COOR	
	Public in and for the residing in said County, in the
state aforesaid, DO HEREBY CERTIFY THAT GLCV IA ROBIN	
who personally known to me to be the same person(s) who se tame	
before me this day in person and acknowledged that SHE signed.	
tiree and voluntary art, for the uses and purposes the	
Given under my hamband Notarial Seal this 26th day of 14	TO HA TANS
Linda & Muds	UNDASMIDD
Notary Public Not	urial Seal SEY COMMISSION EXP JAN 2200
THE COURT APPR CONTRIBUTE AND PROVICIONS PRESIDEN	THE PARTY OF THE P

THE COVENANTS. CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, resore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) pay when the any indebtedness which may be secured by a lien or charge on the premises superior to the lien bereof, and upon request exhibit satisfactory evidence of the discharge of such prior tien to Trustee or to holders of the more, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use the soft (1) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty anaches 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 holders of the notes duplicate receipts therefor. To prevent default hereuraler Mortgagors shall pay in full under protest, in the manner provided by stance, any tax or assessment which Mortgagors 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 or windstorm (and thook damage, where the lender is required by law to have its foan so 🕰 insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of Q replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders. of the notes, 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 notes, 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, Trustes of the loder of the notes, or of any of them, has but need not, make any payment or perform any act hereinbefore required or Mortgagors in any form and manner diemed expedient, and may, but need not, make full or partial payments of principal or interest on prior exambrances, if any, and purchase, discharge, compromise or sentle any tax lien or other prior lien or title or claim therof, 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 anormays' tees, 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 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 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 hereunder on the part of the Mortgagors. If Trustee or any note holder purchases insurance on said premises as authorized herein, it will have the right to select the agent. Trustee or the note holder is not required to obtain the lowest cost insurance that might be available.

Notice: Unless you provide as with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

- 5. The Trustee or the holders 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 procured 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 here of mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, 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 contrary, 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 continue for three day in the payment of any interest or in the performance of any other agreement or promises of the Mortgagors herein comained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any sain 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 holders of the notes, or any of their, for attorneys' fees, Trustee's fees, appraiser's fees, outlays 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. 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 reasonably necessary either to prosecute so b 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 become so much californal 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, it any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankrupacy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to toreclose 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 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, legal representatives or assigns, as their rights may appear.

A Upon, or as any time after the filing of a bill to turn over this track deed, the court in which such bill in tiled may appoint a receives of said premises. Such appointment only the mails within betiles or size said, without motive, without regard to the solvency or insolvency of the Morigagoes 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 specives. Such receiver shall have the power to collect the tents, 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 mit, 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.

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 tien which may be or become superior to the tien bereof or of such decree, provided such application is made prior to threchoure 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 motes hereby secured.

II. Trustee or the holders of the motes, 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 daty 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 authority of the signaturies on the note or the trust deed, nor shall Trustee be obligated to record this tius, 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 is an require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust \$\phi\_{\text{o}}\$ and the lieu thereof by proper instrument upon presentation of satisfactory evidence. that all indebtedness, secured by this feast 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 individues bereby secured has been paid, which representation Trustee may accept as thre without inquiry. Where a release is requered of a successor trustee, such successor trustee may accept as the genuine upter herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee becomined of which conform in substance with the election herein contained of the principal notes and which purport to be executed by the persons herein designated as the abulers thereof; and where the release is requested of the original trustee and it has never placed its identification number of 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 berein contained of the principal notes and which purport to be executed by the persons herein designated as makers derest
- 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 bereunder 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 be binding upon Mortgagors and all persons claiming upder or through Mortgagors, and the word "Mortgagors" when used berein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such cosons shall have executed the principal uptes 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 Deed.

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 AND BORROWER 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

RECORDA

Identification No. 804201

THE CHICAGO TRUST COMPANY, TRUSTEE

Assistaln Secretary.

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

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