TRUST DEED			
THIS INDENTURE, made	02/06/98 betwee	THE ABOVE en <u>Alberta Wilson</u>	SPACE FOR RECORDERS USE ONL'
Vice President		e "Grentore" and	Patricia Carpenter Branch Asst.
THE THESINE			, Illinois, herein referred to
"Trustee", witnesseth:	,	Urland Park	, minois, nerent referred to
with interest thereon at the rat Agreed Rate of Interest:	Agreement hereinafter des le of (check <i>e</i> pplicable box 	scribed, the principal a): the unpaid principal be	e, Inc., herein referred to as "Beneficiary amount of \$ <u>48208.02</u> . togeth alances.
Agreed Rate of Interest: 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 depoint from the Bank Prime Lo	This is a variable interest te. The interest rate will be rive Board's Statistical Releast business day of rease or decrease with chay of the preceding month an rate on which the currey year. In no event, hower	rate loan and the integrate loan and the integrated percentage eace H.15. The initial lates in the Bank Print, has increased or determined interest rate is basiver, will the interest ra	terest rate will increase or decrease will be points above the Bank Prime Loan Rate Bank Prime Loan Rate Bank Prime Loan rate is
monthly payments in the mont total amount due under said l	th following the anniversar Loan Agreement will be p	ry date of the loan and aid by the last payme	ing the dollar amounts of the remaining devery 12 months thereafter so that the ent date of <u>02/15/18</u> . Associates orior to the last payment due date of the
Beneficiary, and delivered in followed by 239 at 5 beginning on 03/15/98	240 consecutive is 599.08, followed and the remainir said payments being made	monthly installments: d by <u>000</u> at \$ ng installments contin te payable at ORLAND	even date herewith, made payable to the 1 at \$ 674.02 \$.00 , with the first installment using on the same day of each month PARK Illinois, or at such place

ORIGINAL (1)

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

BORROWER COPY (1) RETENTION COPY (1)

LOT 6 IN BLOCK 1 IN SIDWELL'S ADDITION TO ENGLEWOOD, A SUBDIVISION OF SOUTHWEST 1/4 OF LOT 39 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5814 S Union Chicago, Illinois 60621

Parcel Number: 20 15 121 022

which, with the property here no iter 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 so; 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 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 fen 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. 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 receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tex 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 standard extended coverage endorsement, and such other hazards as Beneficiary may require, under policies providing for proment 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 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 Beneticiary 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 inquiring 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. 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.
- 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 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, formans 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 part graph 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 any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accruat 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 Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filled 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 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 may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness sacured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or hackness 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 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 lien thereof, by proper instrument.

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14. In case of the resignation, inability or refusar to 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 persons of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement of this Trust Deed. The term Beneficiary as used herein shall mean and include any

	Secretary assigns of beneficiary. YESS the hand(s) and seal(s) of Grantors the	ne day and year f	irst above written.
	Phosta () Pro	•	
-64-		_(SEAL) _	(SEAL)
	Alberta Wilson	/B#443	(DPAL)
 	Ó	_(SEAL) _	(SEAL)
STATE OF ILLINOIS, County of Cook ss.		a Notary Pu State afores	urbara J. Varela ublic in and for and residing in said County, in the aid, DO HEREBY CERTIFY THAT
	Op		a Wilson
		person	personally known to me to be the same subscribed
	BARBARA J VARELA NOTARY PUBLIC, STATE OF ILLINOIS	person and delivered the	oing Instrument, appeared before me this day in acknowledged that signed and e said Instrument as free and , for the uses and purposes therein set forth.
	COOK COUNTY MY COMMISSION EXPIRES JAN 30, 2001	GIVEN 20 Februar	der my and and Notarial Seal this 10th day of A.D. 98
This.inst	trument was prepared by		Barbaro J. Varela
	Associates Finance Inc. 9166 Wes	st 159th street (Orland Park, 11 inois (KM62
D N/E	AME Associates Finance Inc.		FOR RECORDERS INDEX ~URPOSES INSERT STREET ADDRESS OF ABOVE
V	9166 West 159th street 'REET Orland Park, Illinois 60462		DESCRIBED PROPERTY HERE
E R Y CIT	ry		
INS	STRUCTIONS		
	OR RECORDER'S OFFICE BOX	NUMBER	

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