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Cook County Recorder

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TRUST DEED

Individual Borrower

[] Recorders Box 333

Mail To: The Chicago Trust Company

Note ID and Release 171 North Clark Chicago, IL 60601

092 - 071 - 0154245 FILE#646227

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This Trust Deed coasis's of four pages (4 sheets 1 side). The covenants, conditions and provisions a pearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the Borrowers. their heirs, successors and assigns.

THIS INDENTURE, made 06-04-10-9

, between

CAROL ANN CAMPBELL, VIDOWED, AND NOT SINCE REMARRIED herein referred to as "Borrowers" and THE CHICAGO TRUST COMPANY, an Illinois corporation dom: business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Borrowers are justly indebted 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 Sun/ of EIGHTY-SIX THOUSAND EIGHT HUNDRED THIRTY-NINE AND 35/100

DOLLARS, evidence by one certain installment note of the Borrowers of even date herewith (the "Installment White"), made payable to THE ORDER OF BEARER OR OTHER FAR TY and delivered, in and by which said Insigliment Note the Borrowers promise to pay the said principal sum and interest from on the balance of principal 06-09-1999 remaining from time to time unpaid at the rate provided in the installment Note in installments (including principal and interest) as provided in said Installment Note until said Installment Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 19TH day of. JUNE, 2014 . All such payments on account of the indebtedness evidenced by said Installment 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 , Illinois, as Holders of the News may, from time to time, in writing appoint, and in the absence of such appointment, then at the location designated by the Holders of the Notes.

NOW THEREFORE, the Borrowers 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 Borrowers contained in the Installment Note and herein, by the Borrowers to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt where of 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 32 IN BLOCK 10 IN WALTER G. MCINTOSH AND CO.'S RIVER PARK ADDITION, BEING A SUBDIVISION OF PART OF SECTIONS 27 AND 34, TONWSHIP 40 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1925 AS DOCUMENT 8946974 IN COOK COUNTY, ILLINOIS.

("Property Address");

2617 SPRUCE ST. RIVER GROVE, IL 60171

PIN # 12-27-405-023-0000

which with the property hereinafter described, is referred to herein as the "premises,"



1227415

99581472

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 Borrowers may be entitled 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 ventilation, including (without restricting the foregoing), screens, window stades, storm doors 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 apparatus, equipment or articles hereafter placed in the premises by the Borrowers or their heirs, 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 Homesteed Exemption Laws of the State of Illinois, which said rights and benefits the Borrowers do hereby expressly release and warde.

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing below and on subsequent pages are incorporated verein by reference and are a part hereof and shall be binding on the Borrowers their heirs, successors and assigns.

WITNESS the hand and sear of Borrowers the day and year first above written.

[SiAL]

[SEAL] [S :AL]

STATE OF ILLINOIS

CAROL ANN CAMPBELL

SS

County of COOK

I, JOSEPH W GARCIA

a Not ry Public in and for the residing in said C unty, in the state aforesaid, DO HEREBY CERTIFY THATCAROL ANN CAMPBELL

who personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, seeled and delivered the said Instrument as

her free and voluntary act, for the uses and purposes thereir set forth.

Given under my hand and Notarial Seal this 4th day of, JUNE, 1999

OFFICIAL SEAL

JOSEPH W GARCIA

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:01/24/03

Notary Public South W. Studen

Notarial Seal

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

Until the indebtedness aforesaid shall be fully paid, Borrower, and in the case of the fribute of Borrower, its successors or assigns shall: (a) promptly repair, restore or rebuild any buildings or improvements now or her after on the premises which may become damaged or destroyed: (b) keep said premises in good condition and repair, without waste, and free from mechanic's lien or other liens or claims for lien not expressly subordinated to the lien hereof c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien here of, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said remises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof (f) make no material alterations in said premises except as required by law or municipal ordinances; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to Holders of the Notes duplicate receipts therefore; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which Burtower may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises incured against loss or damage by fire, lightening or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 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 to deliver all policies, including additional and renewal policies, to Holders of the Notes, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration.

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NOTICE: Unless Borrower ("you") previde Holders of the Note and/or Trustee (collectively "us" o "we") with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at our 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 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. If Trustee or any Holder of the Notes insurance on said premises as authorized herein, it will have the right to select the agent. I ustee or the Holder of the Notes is not required to obtain the lowest cost insurance that might be available.

2. 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, or feiture, tax lien or title or claim thereof.

3. At the option of the Holders of the Notes 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 or feither, tax lien or title or claim thereof.

4. Borrower agrees not to sell or transfer any part of the premises, or any rights in the premises, including the sale or transfer of the beneficial or transfer of the beneficial or transfer of the premises where Borrower is a Land Trust, without the written onsent of the Holder of the Notes. This includes sale by contract for deed or installment sale.

5. Borrower agrees not to mortgage or encumber by deed of trust all or any part of the premises or allow nyone else to

have a lien on the premises without the written consent of the Holders of the Notes.

6. Borrower shall pay each item of judebtedness herein mentioned, both principal and interest, when due ac ording to the terms hereof. At the option of the Holders of the Notes, or any of them, and without notice to Borrow a, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Installment Notes or in this Trust Deed to the contrary, become due and payable (a) immediziely in the case of default in making payment of any of the p incipal or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement or promises of the Borrower herein con aired. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Notes of Trustee, or any of them shall have the right to for close the lien hereof. Borrower gives Trustee and/or Holders of the lones power to sell the premises at a public auction. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decre for sale all expenditures and expenses, which may be paid or incurred w or on behalf of Trustee of Holders of the No es, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outays for documentary and expert evidence, tenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, as a similar data and assurances with respect to title as Trustee or Holders of the Notes, or any of them, 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 s ch decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in his paragraph mentioned shall become so much additional 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 Installation Notes secured by this frust Deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee of Holders C the Notes 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 indebtalness hereby so used; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to forecle se 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.

7. 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 it makes the mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute securic independent independent 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 Borrower, its successors, legal representatives or assigns,

as their rights may appear.

appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of the Borrower 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! ereunder 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 statu by pariod of redemption, whether there be redemption or not, as well as during any further times when Borrower, scept 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 authorized 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 the S Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such de ree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

9. Trustee or Holders of the Notes, or of any of them, shall have the right to inspect the premises at all re sonable times and access thereto shall be permitted for that purpose.

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10. Trustee has no duty to examine the title, location, existence, or condition of the premises, or to inquire i to the validity of the signatures or the identity capacity, or authority of the signatories on the Installment Note or the Trust leed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligate i by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or miscor duct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

11. In case of default therein then Trustee or the Holders of the Notes may, but need not, make any paym at or perform any act hereinbefore set forth 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, and purchase, discharge, compromise or set e 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 the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the Holders of the Note: to project the 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 immed ately due and payable without notice and with interest thereon, at a rate set forth in the Installment Note secured by the Trust Deed. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to their on ancount of

any of the provisions of this paragraph.

12. Trustee shall release 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 do liver a release hereof to and at the request of my person who shall either before or after maturity thereof, produce and exist to Trustee the Installment 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 true without inquiry. Where a release is requested of a successor trustee, such successor Trustee may accept as the genuine Installment Notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the Installment Notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original Trustee and it has never placed as identification number on the Installment Notes described are in substance with the description herein contained of the Installment Notes and which purport to be executed by the ersons herein designated as makers thereof. Borrower shall pay all costs associated with services provided by the Trustee in connection with the Trust Deed, including but not limited to the Trustee's fees for release of this Trust Deed and the costs of recordation of the release.

13. No action for the enforcement of 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 notes hereby secured.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this i strument shall have been recorded or filed. Any successor in trust hereunder shall have the identical title, powers and a thority as are

herein given Trustee.

- 15. Trustee or successor trustee shall be entitled to receive from Borrower a fre for releasing this Trust Deed as determined by Trustee or successor trustee's rate schedule in effect when the Trust Deed is released. Borrower agrees hat Trustee or successor trustee shall not be required to release the Trust Deed until it receives payment of the fee. Trust a or successor trustee shall also be entitled to reasonable compensation for any other act or service performed under any previsions of this Trust Deed.
- 16. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust De d.
- 17. This Trust Deed and all provisions hereof, shall extend to the be binding upon Borrowers and all persons laiming under or through Borrowers, and the word "Borrowers" 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 Int alliment Notes or this Trust Deed.

IMPORTANT!

FOR THE PROTECTION OF BOTH THE BORROWER AND 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 RECORD.

Iden	tification No.			_
TH	E CHICAGO	TRUST COMPANY, TRU	TEE	
BY.	QAMOY Assistant Vice	President, Assistant Secretary.		

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