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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 25, 19 86, between FRANCIS R. WEBER A BACHELOR AND EILEEN WEBER A SPINSTER

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

FIFTEEN THOUSAND AND NO/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from SEPTEMBER 25, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED EIGHTEEN AND 70/100----- Dollars or more on the FIRST day of DECEMBER 19 86 and THREE HUNDRED EIGHTEEN AND 70/100----- Dollars or more on the FIRST day of each & EVERYMONTH 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 FIRST day of NOVEMBER, 1991. 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; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 12 per annum, and all of said principal and interest being made payable at such banking house or trust company in FOREST PARK Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of FOREST PARK NATIONAL BANK in said VILLAGE OF FOREST PARK

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 herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the VILLAGE OF FOREST PARK COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SOUTH FIFTEEN (15) FEET OF LOT SIX ----- (6)
NORTH FIFTEEN (15) FEET OF LOT SEVEN ----- (7)
IN BLOCK FIFTEEN (15) IN BRADISH AND MIZNER'S ADDITION TO RIVERSIDE, SAID ADDITION BEING A SUBDIVISION OF THE EAST HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ENTIRE PRINCIPAL SHALL BECOME DUE ON SALE (INCLUDING CONTRACT SALE) OR OTHER CONVEYANCE OF THE PROPERTY ABOVE-DESCRIBED.

TAX ID NO. 15-24-215-025, COMMONLY KNOWN AS 1511 ELGIN AVENUE, FOREST PARK, ILLINOIS 60130
THIS INSTRUMENT WAS PREPARED BY SHEILA KENNEDY

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rights and interests therein, shall be deemed to be a part of the premises, and the Mortgagors do hereby agree that the real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon, including but not limited to, heating, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, fire, and electrical wiring, screens, window shades, 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 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.

This trust deed consists 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 are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.
Francis R. Weber (SEAL) Eileen Weber (SEAL)

STATE OF ILLINOIS, I, SHEILA KENNEDY
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT FRANCIS R. WEBER A BACHELOR AND EILEEN WEBER A SPINSTER



who ARE personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 26th day of September 19 86.

Sheila Kennedy Notary Public

NOTE: INFORMATION

3559681

PLACE IN RECORDER'S OFFICE BOX NUMBER 60130 FOREST PARK, ILLINOIS
FOREST PARK, ILLINOIS 60130
348 W. MADISON STREET
FOREST PARK NATIONAL BANK
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
FRANCIS R. AND EILEEN WEBER
451 S. MAIN AVENUE
FOREST PARK, ILLINOIS 60130

95-3060

MAIL TO
95-3060
0001

CHICAGO TITLE AND TRUST COMPANY, Trustee.
Assistant Secretary/Assistant Vice President
Identification No. _____

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagors shall (a) promptly repair, restore or 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 mechanics' 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 hereof; and upon request exhibit satisfactory evidence of the discharge of such lien to Trustee or to holders of the note; (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 which may be applicable to the premises; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any general taxes, and shall upon written request, furnish to Trustee or to holders of the note service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate receipt 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.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or winds (and flood damage, where the lender is required by law to have his 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 compliance satisfactory to the holders of the note, under insurance payable, in case of loss or damage, to Trustee for the benefit of the holders 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 prior to the expiration of the respective dates of expiration.
- In case of default hereunder, Trustee or the holders of the note may, but need not, make any full or partial payments of principal or required of Mortgagors in any form and manner demanded expedient, and may, but need not, make any full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim hereof, or redeem from any sale or foreclosure affecting said premises, or contest any tax or assessment, and 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 holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereunder 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 equivalent to the post mortgaged rate set forth in the note securing this trust deed, if any, otherwise the pre-mortgage rate set forth herein, inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note 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 inquiry into the accuracy of such bill, and Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any default in the note or in this Trust Deed to the contrary, be when due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other covenant of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note 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 expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, courtiers' fees, documentary and export evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceed to bid in or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post mortgaged rate set forth in the note securing this trust deed, if any, otherwise the pre-mortgage rate set forth herein, when paid or incurred by Trustee or holders of the note in the note securing this trust deed, to which, 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 of such right to foreclose whether or not actually commenced; or (c) preparations for the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after a bill to foreclose the trust 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 Mortgagors at the time of application for such receiver and without regard to the 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 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 Mortgagors, except for the usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The Court from time to time authorize the receiver to apply the net income from the premises to the interest due on the note or to pay (a) the interest due on the note, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the closing of such sale; (b) the deficiency in case of a sale and deficiency secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the closing of such sale.
- 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 intervening same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty 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, or of any of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereon 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, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness secured by such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be executed by the person herein designated as maker thereof.
- Trustee may retain 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 resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee.
- 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 liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release of this trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under the provisions of this trust deed. The provisions of the Trust And Trustee Act of the State of Illinois shall be applicable to this trust deed.