OR RECORDER'S OFFICE BOX NO.

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	LEG	AL F	-OR	M
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Vz.	For Use with Note Form 1448 (Monthly Payments Including Interest)		3656	564
CAUTION: Consult a lawyer	before using or acting under this form. Neither the publisher nor the	seller of this form	_	
makes any warranty with res	pect thereto, including any warrenty of merchantability or fitness for a	particular purpose.	4	
	29 9			
THIS INDENTURE	made9/28/erbert L. Milnes & Yvonne J. N:	19_8.7, I Tres		
Delweell	erbert L. Milnes & Ivoline S. 1.	LINCO	·	
his wife	12. 1			• •
98 (NO. A	324 South Ave. Schille: NOSTREET) (CITY) 'Mortgagors," and Maywood Proviso St.:	C Park, Il		
herein referred to as	'Mortgagors," and Maywood Proviso Sta	ite Bank		
(1)(2)	(CITAL	0153 (STATE)		And the second second
herein referred to as '	"Trustee," witnesseth: That Whereas Mortgagors are	justly indebted	The Above Space	e For Recorder's Use Only
herewith, executed by	Trustee," witnesseth: That Whereas Mortgagors are a principal promissory note, termed "last diment blit Mortgagors, made payable of Bastor and delivered, nise to pay the principal sum of Inity one	ក្រៅពី William housand for	or hundred sevent	een and 00/100
	4 (/ 8 / 8 /	a of principal rantal	inima team tima ta tema umati	latthe fale of the to the celli
per annum, such princ	it day c. November, 1987 and Five	follows: Five hundred ter	nundred ten and n and 62/100	======================================
the 1st days	feach and way month thereafter until said note is fu	lly paid, except that	t the final payment of principa	il and interest, if not sooner paid,
shall be due on the	lat day of October 1995; all such interest on the man lid principal balance and the remains	nayments on accoun	nt of the indebtedness evidence he portion of each of said insta	ed by said note to be applied first
the extent not naid wh	ien due, to bear interest after the date for payment t	hereof, at the rate of	of14_00per cent per ann	um, and all such payments being
made payable at 41	1 W Madisor Maywood T1 (1), from time to time, in writing appoint, which note fing unpaid thereon, together with accrued interest the in the payment, when due, rian y installment of prindays in the performance of a writing agreement coral with the performance of a writing agreement coral writing and the self-self-self-self-self-self-self-self-	0153	t the election of the legal holds	at such other place as the legal er thereof and without notice, the
principal sum remaining	ng unpaid thereon, together with accrued interest the	reon, shall become	at once due and payable, at the	ne place of payment aforesaid, in eof or in case default shall occur
and continue for three	days in the performance of a ny still a agreement cort e days, without notice), and the all parties thereto s	nined in this Trust D	Deed (in which event election rentment for payment, notice of	nay be made at any time after the of dishonor, protest and notice of
protest.	DE to secure the proment of the se dipric cinal sum of	fmoney and interes	a in accordance with the terms	provisions and limitations of the
above mentioned note	and of this Trust Deed, and the performance of the confidence of the sum of One Dollar in hand paid, the receipt of the sum of One Dollar in hand paid, the receipt of Trustee, its or his successors and assign. To follow the City of Schiller Programme (1) of Schiller Programme (1) of Schiller Programme (1) of the Confidence of the Conf	venants and agreem	ents herein contained, by the leading with the leading wi	Mortgagors to be performed, and these presents CONVEY AND
WARRANT unto the	Trustee, its or his successors and ussign: "- follow	ing described Real	Estate and all of their estate	right, title and interest therein,
situate, lying and being or Thirty-five	(35) in Block Seventeen (27)	in Fairview	being Eberhard	and Royce's
inhaiveenn or	THE WEET DHIT UT III LITE OUGLI	Last Cuarte	I (a) OI DECENON	, and the man
$lalf(\frac{1}{2})$ of the	Northeast quarter $(\frac{1}{4})$ of the of the Northwest Quarter $(\frac{1}{4})$	Southwest (Quarter (1) of Sec Lagt Ouarter (1)	of Section 16, all
In Tormobin 40	Nowth Range 12 East of the 1	hira crinci	loal Meridian. exc	cept a strip of land
sixteen and one	half $(16\frac{1}{2})$ feet wide off the	West Zod of	the North Half	$(\frac{1}{2})$ of the Northeast
	Section 16 aforesaid.	tanamicas !!		
which, with the proper	ty hereinafter described, is referred to herein as the	premises,	20 413 19	
Permanent Real Estat	e Index Number(s): 12-09-428-032	hiller Park		
Address(es) of Real Es	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
TOGETHER with	n all improvements, tenements, easements, and appure Mortgagors may be entitled thereto (which rents, isstures, apparatus, equipment or articles now or herea whether single units or centrally controlled), and veind windows, floor coverings, inador beds, stoves an ether physically attached thereto or not, and it is agreed in the permises by Mortgagors or their successors or	tenances thereto be ues and profits are	longing, archattrents, issues a pledged printarily and on a pa	nd profits thereof for so long and rity with said real estate and not
secondarily), and all fix	ctures, apparatus, equipment or articles now or herea whether single units or centrally controlled), and ye	fter therein or there	on used to suppresent, gas, w (without restricting the foreg	vater, light, power, refrigeration oing), screens, window shades,
awnings, storm doors a	and windows, floor coverings, inador beds, stoves an action physically attached thereto or not, and it is agree	d water heaters. Ål ed that all buildings	If of the foregoing are declare and additions and a. Wimilaro	d and agreed to be a part of the rother apparatus, equipment or
articles hereafter place	in the premises by Mortgagors or their successors of the Nortgagors of their successors of the successors of their successors of the successors of their succe	nassigns shall be par his successors and a	rt of the mortgaged premises. ssigns, forever, for the purpos	s, and upon the uses and trusts
herein set forth, free fre	TO HOLD the premises unto the said Trustee, its or om all rights and benefits under and by virtue of the F expressly release and waive.			s which said rights and benefits
The name of a record of	wheris Herbert L. Milnes &			
This Trust Deed co	misis of two pages. The covenants, conditions and pr d hereby are made a part hereof the same as though	ovisions appearing on they were here se	on page 2 (the reverse side of the tout in full and shall be bind	ils Trust Deed) are incorporated ling on their gagors, their heirs,
successors and assigns.	and early of Martchages the day and year first whove	vritten		
Withest the funds	Herbert L. Milnes	(Seal)	frome J. Mines	Telnes (Seal)
PLEASE PRINT OR	Herbert L. Milnes	<u>&</u>	Wonne J. MyZnes	
TYPE NAME(S)		(Paul)		(Scal)
SIGNATURE(S)		(Sear)		()(i)
State of Illinois, County	or Cook	.58. ,	I, the undersigned, a Nota	ry Public in and for said County
• .	in the State aforesaid, DO HEREBY CERTIFY	that Herber	t L. Milnes & Yvo	onne J. Milnes nis Wir
IMPRESS	personally known to me to be the same person	S_ whose name	are subscribe	d to the foregoing instrument,
SEAL HERE	appeared before me this day in person, and acla	nowledged that	」h CY., signed, scaled and d	elivered the said instrument as
1. 1	their free and voluntary act, for right of homestead.	the uses and purpor	ses therein set forth, includin	g the release and waiver of the
Given under my hand ar	nd official seal, this 29th day o	ss	eptember	19.87
Commission expires				Notary Public
This instrument was pre	pared by <u>Clay Belongia</u> 41 (NAME AN	l W. Madison	n Maywood Il	60153
Mail this instrument to	Maywood Proviso State Bank:			
	411 W. Madison (CITY)	Maywood	11 60153 (STATE)	(ZIP CODE)
	\—···/	,		· · · · · · · · · · · · · · · · · · ·

- 1. Mortangors shall (1): Roep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or befeather on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer aervice charges, and other charges, against the premises when due, and shall taxes, written request, furnish to Trustee or to holders of the note the original or duplicate receipts 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.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against less or damage by fire, lightning and windstorm 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 note, under insurance policies payable, in case of less 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 respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 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 pair for any of the purposes herein authorized and all expenses paid of incurred in connection therewith, including reasonable attorneys fees, and any other moueys advanced by Trustee or the holders of the note 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 vith interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as waiver of any right account, to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the hiders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, at itericht or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or, into the accuracy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- ment or estimate or into the solid y of any lax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 Mortgagors shall pay each it must be indebtedness herein mentioned, both principals and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest; or in case detault shall occur in payment of the more of interest or interest or interest or in the Mortgagors herein contained.

 7. When the indebtedness hereby section thall become due whether by the terms of the note effect on page one or by acceleration or otherwise, holders of the indebtedness hereby section due whether by the terms of the note of any other rights provided by the laws of Illinois for the enforcement of a mortgage.

 7. When the indebtedness hereby section due whether by the terms of the note of the rights provided by the laws of Illinois for the enforcement of a mortgage.

 7. When the indebtedness hereby section due whether by the terms of the note indebtedness and included as additional indebtedness in the decree for sale all expenditures and expenditures and included as additional indebtedness (eas, appraiser's fees, obligations) and satisfactor of providing by or on behalf of Trusted Ordice (difference of the note may be estimated as to items to be expended along entry of the decree by procuping all auch bestracts of title, title scarches and examinations, guarantee policies. Torrens, certificates, and simple the account of the note may deem to be reasonably necessary ellibrit to prosecule such such of the note may deem to be reasonably necessary ellibrit to prosecule such such of the note may a
 - 8. The proceeds of any foreclosure sale of the premises shall be dis rit at d 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 indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining us pair; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
 - 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deer the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without the control of the solveney or insolveney of Mortgagors 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 appoints of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption; whether there be redemption or not, as well as during any further times then Mortgagors, except for the intervention of such receiver; would be entitled to collect such rents, issues and profits, and all other powers which the beneatment of the protection? possession, control, management and operation of the premises during the whole of aid, period. The Court from time to line 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 be or become sweet or 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 to leiency.
 - #10. No action for the enforcement of the lien of this Trust Deed 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 note hereby secured.
 - "Illi 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.
 - 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truster in 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may a quire indemnities satisfactory to him before exercising any power herein given.
 - 13. 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 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 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 may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof), and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

Trustee may resign by instrument in writing theu in the omce of the Recorder of Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee; shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premiess are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and in which the premiess are situated shall be second Successor shall be emitted to reasonable compensation for all this performed hereunder.

15. 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND	The Installment Note mentioned in the within Trust Deed has been
LEGIMPORTANT SELECTION OF PARTIES AND ASSESSMENT OF PARTIES AND ASSESS	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No.
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	Trustee