

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED AND WHICH FORM PART OF THIS TRUST DEED.

UNOFFICIAL COPY

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, repaint, or rebuild any buildings or improvements now or hereafter 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) 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 to Trustee evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or building work 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 penal, attaches of 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 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 loss 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 repairing or rebuilding 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 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 a division 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 payments 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 paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other moneys 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 with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holder 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.

5. The Trustee or the holders of the note hereby secured in 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, 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 herein mentioned, both principal 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 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 of default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. 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 holders of the note for attorney's fees, Trustee's fees, auctioneer's fees, outlays for necessary 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 amuseances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all other fees and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any such suit or proceeding, including but not limited to probate and bankruptcy proceedings, in 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) proceedings for the enforcement of any suit for the foreclosure hereof after accrual 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 proceeding, 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 encumbered by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus. 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 Deed, 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 notice, without regard to the solvency or insolvency 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 by 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 for redemption, whether there be redemption or not, 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 any court in such case 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 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 said decree, providing 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 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.

11. 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 Trustee be obligated to execute this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of the own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require satisfaction 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 in the name 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, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identity from purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained. If the principal note and which purports to be executed by the persons herein designated as the makers hereof, and where the release is requested of the original trustee and 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 provided 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.

14. Trustee may resign 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 death, resignation, inability or refusal to act of Trustee, Commercial National Bank of Chicago shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the said Recorder or Registrar of Titles in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all work 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.

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

The Installment Note mentioned in the within Trust Deed has been identified herewith with Identification No. 534693
John Iannantuoni
Trustee
John Iannantuoni Asst. Vice President

3793681
MAY 1 1989

For Use With Note Form 1410
Monthly Payments (including interest)

CAUTION: Consider a change before using or acting under the terms of this instrument, including its enforceability and validity, after March 1, 1989.

THIS INSTRUMENT is dated March 24
between Charles M. Crawhorn and Bernice Crawhorn
(married to each other) as joint tenants with
right of survivorship
5753 West 64th Place, Chicago, Illinois
(NO. AND ST. PREFIX) (CITY) (STATE)
hereinafter referred to as "Mortgagors," and
Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, Illinois
(NO. AND ST. PREFIX) (CITY) (STATE)

3793681
MAY 1 1989
CHICAGO TITLE INS
970620

herein set forth as "Trustee," witnesseth: That Mortgage Agreements are hereby made and to the best of the principal promisor's knowledge, belief and opinion, of even date herewith, executed by Mortgagors, made payable to the order of and by which said Mortgagors promise to pay the principal sum of SIX THOUSAND FIVE HUNDRED SEVENTY-TWO AND 26/100 Dollars and interest from April 15, 1989 on the balance of principal remaining from time to time unpaid at the rate of 15.5 per cent per annum, with principal sum and interest to be payable in installments as follows: One Hundred Twenty-Eight and 68/100 Dollars on the 18th day of May, 1989 and One Hundred Twenty-Eight and 68/100 Dollars on the 15th day of each and every month 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 15th day of April, 1996 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each such installment constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 15.5 per cent per annum, and all such payments being made payable at Commercial National Bank, 4800 N. Western, Chicago, IL or at such other place as the legal holder of this note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed in which event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally with a presentment for payment, notice of dishonor, protest and notice of protest.

NOW WHEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above recited note and 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 to be paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lie, and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Twenty Two (22) in Block Four (4) in the Second Addition to Clearing, being a Subdivision of the West Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, (excepting street railroad right of way, School Lot and streets heretofore dedicated) lying East of the Third Principal Meridian, in Cook County, Illinois
Tax ID# 19-20-214-003
Common Address: 5753 West 64th Place, Chicago

RIDER ATTACHED HERETO AND EXPRESSLY
MADE A PART HEREOF

3793681

The Installment note is payable to Danley Lumber Company but the Note has been assigned to and is now payable to the assignee, which is Commercial National Bank of Chicago.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Law of the State of Illinois, which said rights and benefits Mortgagors hereby expressly release and waive. Charles M. Crawhorn and Bernice Crawhorn (married to each other)

The name of a record owner is: as joint tenants with right of survivorship

This Trust Deed consists of five pages. The covenants, conditions and provisions appearing on page 2 of the reverse side of this Trust Deed are incorporated herein by reference and hereby are made a part hereof as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand of Mortgagors, the day and year first above written.

Charles M. Crawhorn (Seal) Bernice Crawhorn (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

I, the undersigned, a Notary Public in and for said County of Cook, do HEREBY CERTIFY that Charles M. Crawhorn and Bernice Crawhorn (married to each other) as joint tenants with right of survivorship are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 64th day of March, 1989
Corruption as per 19 Michael J. Sullivan (Notary Public)

This instrument was prepared by Mary E. Lind 9909 W. Roosevelt Rd. Westchester, Ill. 60157

Mail this instrument to Commercial National Bank of Chicago
4800 N. Western Ave., Chicago, Illinois 60625
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 339

3793681