## UNOFFICIAL COPY 2

0	"ADDRE THYLOR DANKIFURO CITY"
STATE OF ILLINOIS	SMALL HEFER TO THE COLE
COUNTY OF COOK ) SS	TAYLOR. BANK."
t, the undersigned, a Notary Public in and	tor seid County, in the State storeseld, DD HEREBY CERTIFY the:
Eugene C. Hunziker	. Vice President & Trust Officer of COLE TAYLOR
BANK and Catherine M. Collar	Asst. Vice President
of said corporation, who are personally known in	to be the same persons whose names are subscribed to the inreporting matturnent
es such Vice President & Trust Offi	Cir and Asst. Vice President
respectively, appeared before me this day in bemon and acc	nowie sped that they signed and delivered beautiful metument as their burn free and
voluntary act and as the time and vokiniary act of	bine and three jitred tee meren second one sead and inch paramognous black
	V <sub>A</sub>
Asst. Vice President	then and there are included that 8 he, as custodian of the torporation, did
affix the corporate seat of said corporation to said insurine	nt as h GT own file and voluntary act and as the tree and voluntary act of said
corporation, for the uses and purposes therein set forth.	
GIVEN under my hand and official seal this August	25, 1989
CONTRACTOR STATES	4
OCULA SEAL	
DONNÁ LEE PIAZZA	( Johns Dock Johnson
MOTARY PUBLIC STATE OF ILLINOIS	Motory Fubic

## TRUST DESIGNATION OF FOR COMMENT OF THE COMMENT OF

THIS INDENTURE, made	August 25.	19 89	3823872
between Cole To	ylor Bank/Ford City u/t/a #844		
dated J	une 7, 1974,		
12023 S	. 76th Ave., Palos Heights, Il.	60463	
herein referred to as "Mo	VD STABET) (CITY) (6	TATE)	
	n National Bank		
9400 S.	Cicaro Ave., Qak Lawn, IL. 604	53	
(NO. A)	nd Street) (City) (6	TATE)	The Above Space For Recorder's Use Only
legal holder of a principal executed by Mortgagors	istee," witnesseth: That Whereas Mortgagors are justly if promissory note, termed "Installment Note," of even is, made payable to <b>Sanks</b> And delivered, in and by the principal sum of <u>Iwanty-Four thousan</u>	intellicrewith, L	
Dollars and Interest from	August 25, 1989 on the balance of sum and interest to be payable in insuliments as follow:	reference reputables from	n time to time transist at the rate of 10,50 her col
Dollars on the 15th	day of Soptember , 1989 , and Three	<u>nundred twen</u>	try-three and 01/100 Dollars of
	day of arh and every month thereafter until add use I 5th ay ( August , 1999; all	a fully paid, except that the auch payments on account the position of and of	he final payment of principal and interest, if not sconer pake on of the indebiness evidenced by azid note to be applied fir aid installments constituting principal, to the extent not pai
when due, to bear interest	after the date for mayorant thereof, at the rate of 12.5	O per e	ent per annum, and all such payments being made payable.
from time to time in weith	an approint which not a Shor provides that at the election	vo of the level holder the	or at such other place as the legal holder of the note may red and without notice, the principal sum remaining unput ment aforesaid. In case default shall occur in the navnien
when due, of any installment outer	nt of principal or interest it accordance with the terms the indicate this Trust Deed (in which event election may be	erent or in case default a made at any time after di	ment aforeshid, in case default-shall occur in the paymen hall occur and continue for three days in the performance of the expiration of said three days, without notice), and that a
NOW THEREPORE, I	a secure the payment of the said privace to distribute the payment of the said privace to the covenants of t	uq ağrecinenis hereju ci vari jutarest ju secorda est suu jutice tu broom	te expiration of said three days, without notice), and that a lace with the terms, provisions and limitations of the above ontained, by the Mortgagors to be performed, and size it ors by these presents CONVEY AND WARRANT unto the provision of the second
trusies, its or the success	tota mut markins, the tottowing described to be the traine in	ir mi ni ineit azisie! tiki	tic, tere and interest inetent, situate, lying and being in in
City of Pal	CK 12. IN ROBERT BARTLETT'S RESULTIVES	OR OF LOTS 1 TO	TATE OF ILLINOIS, to wit: 24 Inclusive. In Hlock 9, Lots
1 TO 6 INCLUS TO 19 AND 22	SIVE, AND LOTS 8 TO 24 IN BLOCK IC, LOT 23, AND 24 IN BLOCK 12 AND A.G. BRIC'US	15 1 TO 24, IN BIA	OCK 11 AND LOTS 1,2,3, LOTS: 6 PALOS VISTA SUBDIVISION IN THE
which, with the property.	23, AND 24 IN BLOCK 12 AND A.G. BRIC'S 4 OF THE SOUTH EAST 1/4 OF SECTION 4, DATE THE ROLL EAST 1/4 OF SECTION 4, DATE THE ROLL EAST OF DELIMINATION OF THE DESCRIPTION OF THE PROPERTY OF THE	Ren Hay Signing	N, IN COOK COUNTY, I MINOIS,
Permanent Real Estate Ind	22 25 205 004 0000	45	er er er
Address(vs) of Real Estate	42000 C 7046 Aug - 05266 Us	ights, IN 60	463
		esta belanuing, and all re-	nu francisco de affirmation de la company de
times us Montgagors may fixtures, apparatus, equipe	be entitled thereto (which rents, issues and profits are patent or articles now or hereafter therein or therein used	ledged primarily and on to supply heat, gas, wate	nts, faues and profite thereof for so long and during all suc party with said real estate and not secondarily), and all it, fall power, refrigeration and air conditioning (whethe window, fluctures, swings, storm doors and windows, fluc-
thereto or not, and it is an	reed that all buildings and stillings and all similar or othe	er angeralisk mulimment e	or acticion a confige about in the promises by Mornance a
TO HAVE AND TO He forth, free from all rights	same of part of the mortgaged premises.  DLD the premises unto the said Trustee, its or his succes and benefits under and by virtue of the Homestead Exe	mors and assigns, forevo impulon Laws of the State	ir, for the purry e, and upon the uses and trusts herein see of illinois, which said rights and benefits Mortgagors do
The number of a record owner	oris: Cole Taylor Bank/Ford City	u/t/b #844 di	ated, June /, 1974.
Melaw by Lateratice Hito	is of the peace. The corements candidates and provisite or said though the conference of the power in each life of the said though the conference of the power in each life of the said though the conference of the power in the conference of the co	logs appearing on page hoy were here set out i	2 (the reverse side of car. Fruit Deed) are incorporated in full and shall be binding on afortgagors, their beirs Taylor Bank/Ford City u/t/a
	us)), or Mortagora de de des Vede (1); l'strave written full power, and unitarity to execute this instru- derstood and egreed that nothing begin coatoined	#844	dated, June 7, 1977 and not
Shall be opposited as cour PRINT OR	ting any liability on the sold Cule Taylor Honis	(Seal)	onelly. (Sea)
Type name(s) Below Bignature(s)	Asst. Vice President	Vi(Seal)	co President & Trust Officer (See)
State of Illinois, County of		HARLET	MESO HEREIN, THE PERM
Same of Billinia, Coulty of	in the State aforesaid, DO HEREBY CERTIFY that	·	the undersigned, a Notary Public in and for sold County
IMPRESS SEAL HERE	personally known to me to be the same person	whose mame	subscribed to the foregoing instrument,
HENG	·		signed, scaled and delivered the said instrument as see therein set forth, including the release and waiver of the
	right of homestead.		
Oiven under my hand and o Commission expires			19
This instrument was prepar	( معنی از الله الله الله الله الله الله الله ا		Malary Public
	Oak Lawn National Bank	ADDRESS)	
MARK INSTITUTION IN HERE	9400 S. Cicaro Ave., Oak Lawn.	11, 60453	BYAYE) (ZIP CODE)
OR RECORDER'S OFFIC	• •		, introduction

## THE POLICIANTING ARE THE COVERNITS, COMMINENT INDIRACTIONS REFERRED TO PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED, AND VICE OWN A PART OF THE TRUST DEED WHICH THE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, 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) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon remiest 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 now or at any time in process of crection upon said premises; (6) comply with all requirements of law or municipal ordinances with tespect 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 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 attaute, 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 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 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 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 context 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 v d 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 a waiver of any right account, in them on account of any default hereunder on the pair of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to takes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the way, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay con', from of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the p incipal 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 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 may the right to foreclose the lien hereof and also shall have all other rights provided by the laws of lilinois for the enforcement of a mortgage delicit, an 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 altorneys' fees, appraiser's fees, oillay for documentary and expert evidence, atenographers' 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, guarantee 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 prosecute such suit or to revidence to bidders 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 expenditures and expenses of the nature in this paragraph mentioned shall be much additional indebtedness secured letteby and immer taily lue and payable, 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 to any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaint it, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby proceedings, to which either of them shall be a party, either as plaint it, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby recovered; or (c) preparations for the defense of any still for the for assure hereof after accrual of such right to forecove whether o
- 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 any ach items as are mentioned in the preceding paragraph hereof; second, all office tiems which under the terms hereof constitute secured indebted new additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unuaic; 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 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, "intout police, without regard to the solveney 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 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 , sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time, "non Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which was be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or valor eriod. The Court from time to time to the protection, possession, control, management and operation of the premises during the whole or valor eriod. The Court from time to time to the protection of the receiver to apply the net income in his hands in payment in whole or in part of: (1) To 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 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 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.
- 1). Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time. and access thereto shall be permitted for that purpose.
- 12. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall Trustice 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he was require 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, such 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein 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 herein described herein, he may accept as the genuine principal note herein described any note which the principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the principal note herein described herein, he may accept as the principal note herein described herein herein described herein herein described herein herein described here
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder for 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, that be first Successor in Trust and in the event of the death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be standeductessor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein always. And any Trustee or species or shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof. Shed extend to	and be binding upon Mortgagors and all persons claiming under or through clude all such persons and all persons at any time liable for the payment of hall have executed the principal note, or this Trust Deed.
Mortgagors, and the word "Mostgagord when Bach lierein shall in	clude all such persons and all persons at any time liable for the payment of
the indebtedness and any participated the liber or not such persons	hall have executed the principal note, or this Trust Deed.
6663 64	

V BEDION	
7	The Installment Note mentioned in the within Trust Deed has been
IMPORTONT	males lands of the second second second
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST OF	D identified herewith under identification No.
STOULD BE DENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Ē 👸
TRUST DEED IS PILED FOR HELOORD.	CYD Trusiae

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