



# UNOFFICIAL COPY

0 5 8 9 3 2 2 6

## FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

66  
0/16  
State of Illinois } ss.  
County of Cook }

Ernest Johnson being duly sworn, upon oath states that he

is 59 years of age and

1.  has never been married

2.  the widow(er) of \_\_\_\_\_

3.  married to Orange Johnson

8/25/85

said marriage having taken place on \_\_\_\_\_

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that his social security number is 330-30-15295 and that there are no United States Tax Liens against him.

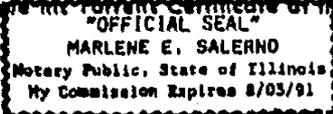
Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1979	1990	1413 S. 112 <sup>th</sup> Ave	Maryland	Illinois 60153

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1976	1988	Assembly	Electric Motors	Electric-motive Division LaGrange, IL 60525
1988	1990	Maintenance	Society of Auto Flowers	1313 Montage Rd. Downers Grove

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue the Torrens Certificate of title free and clear of possible United States Tax Liens.



Subscribed and sworn to me this 19<sup>th</sup> day of June, 1990

Ernest Johnson  
Marlene E. Salerno

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Johnson, Earnest & Darine  
530 N. Monticello Ave.  
Doc. 88238054

Chgo., Ill.  
\$2,717.03

6/3/88

Johnson, Ernest  
513 Old King Court  
Doc. 26853291  
Doc. 85015881  
Doc. 85015882  
Doc. 86545721

Schaumburg, Ill.  
\$21,742.48  
\$1,989.18  
\$3,501.98  
\$2,745.70

11/08/83  
05/13/85  
05/13/85  
11/18/86

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 148  
February, 1955

TRUST DEED (ILLINOIS)  
For Use With Note Form 144B  
(Monthly Payments Including Interest)

3893226

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

NOTE IDENTIFIED

THIS INDENTURE, made April 13, 1990

between Ernest Johnson and Orangie Johnson (Married to each other) as joint tenants with right of survivorship

1413 South 11th Avenue, Maywood, Illinois  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Commercial National Bank of Chicago

4800 N. Western Ave., Chicago, Illinois  
(NO. AND STREET) (CITY) (STATE)

\*Danley Lumber Company.

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Danley Lumber Company, in and by which note Mortgagors promise to pay the principal sum of Nine thousand Nine hundred Eighty-four and 96/100

Dollars, and interest from June 18, 1990 on the balance of principal remaining from time to time unpaid at the rate of 15.5 per cent per annum, such principal sum and interest to be payable in installments as follows: One hundred Sixty-four and 16/100

Dollars on the 18th day of July, 1990 and One hundred Sixty-four and 16/100 Dollars on the 18th 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 18th day of June, 1920

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 of said installments 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 the 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, when due, 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 of the covenants 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 waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned 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 in hand paid to the Trustee, which receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, his or his 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 Maywood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The North Forty (40) feet of the South Sixty-nine and Seventy Hundredths (69.70) feet of Lot Twenty Two (22) in Seminary Addition to Maywood, being a Subdivision of part of the Northeast Quarter (4) of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian.

RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF

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

3893226

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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 Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive. Ernest Johnson and Orangie Johnson (Married to each other)

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

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

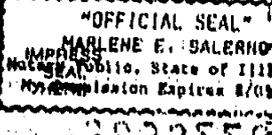
Witness the hands and seals of Mortgagors the day and year first above written.

Ernest Johnson (Seal) Orangie Johnson (Seal)

Ernest Johnson (Seal) Orangie Johnson (Seal)

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

State of Illinois, County of Cook, ss., I, the undersigned, a Notary Public in and for said County



in the County aforesaid, DO HEREBY CERTIFY that Ernest Johnson and Orangie Johnson (Married to each other) as joint tenants with right of survivorship

are personally known to me to be the same person as whose names Ernest Johnson and Orangie Johnson subscribed to the foregoing instrument, and acknowledged before me this day in person, and acknowledged that Ernest Johnson and Orangie Johnson signed, sealed and delivered the said instrument as their 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 13 day of April, 1990  
Commission expires August 1, 1991 Marlene E. Salerno Notary Public

This instrument was prepared by Marlene E. Salerno, 2901 West Jackson Street, Chicago, IL (NAME AND ADDRESS)

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

OR RECORDER'S OFFICE BOX NO. 333

3893226

# UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE 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 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 building 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 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 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 thereon, 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 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.

5. 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, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 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 also 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary 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 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 evidence 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 become so much additional indebtedness secured hereby and immediately due 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 any action, suit or proceeding, including but not limited to 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 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 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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, 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 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 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 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 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 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.

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 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 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 person herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate of identification 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 person 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 of Trustee, Commercial National Bank of Chgo. shall be the first successor in Trust and in the event of his death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be the second successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as the herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

The 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 who have any interest in the premises 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 under Identification No. 560748  
Rollin P. Persson  
Trustee  
Rollin P. Persson Vice President

95226  
95226  
95226

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UNOFFICIAL COPY

(ZIP CODE)

Commercial National Bank of Chicago

(NAME AND ADDRESS)

This instrument was prepared by

Commission expires

Given under my hand and official seal, this

day of

1991

My commission expires before me this day in person, and acknowledged that

subscribed to the foregoing instrument,

in the presence of

State of Illinois, County of Cook

Benjamin Johnson and Orange Johnson (Mortgaged

to each other) as joint tenants with right of survivorship

whose name is

Witness the hands and seals of Mortgagors the day and year first above written

successors and assigns

herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs,

The name of a record owner is:

as joint tenants with right of survivorship

Mortgagors do hereby expressly release and waive

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

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the use and upon the use and trusts

articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises

during all such times as Mortgagors may be entitled thereto (which term, issues and profits are pledged primarily, and on a parity with said real estate and not

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, in all cases, issues and profits thereof for so long and

Permanent Real Estate Index Number(s): 15-15-224-005

Address(es) of Real Estate: 1413 South 11th Avenue, Maywood, Illinois

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

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the

above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and

provision of said three days, without notice, and all parties thereto severally waive preemption for payment, notice of dishonor, protest and notice of

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

case default shall occur in the payment, when any such agreement of principal or interest in accordance with the terms thereof or in case default shall occur

holder of the note may, from time to time, by writing in plain English, which may be filed in the office of the Commercial National Bank, 4800 N. Western, Chicago, Ill.

made payable in Commercial National Bank, 4800 N. Western, Chicago, Ill. or at such other place as the legal

the extent not paid when due, in here in event after the date for payment thereof, at the rate of 15.5 percent per annum, and all such payments being

shall be due on the 15th day of June 1990, and the remainder of the portion of such of said installments constituting principal, to

the 15th day of each month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid,

Dollars on the 15th day of July 1990, and one hundred fifty-four and 16/100

per annum, such principal and interest to be payable in installments as follows:

Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent

Hundred fifty-four and 96/100

one hundred fifty-four and 16/100

per annum, such principal and interest to be payable in installments as follows:

Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent

Hundred fifty-four and 96/100

one hundred fifty-four and 16/100

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one hundred fifty-four and 16/100

per annum, such principal and interest to be payable in installments as follows:

Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent

Hundred fifty-four and 96/100

one hundred fifty-four and 16/100

NOTE IDENTIFIED

92222222

3830226

LEGAL FORMS GEORGE E. COLE TRUST DEED (ILLINOIS) For Use With Note Form 1488 (Monthly Payments Including Interest) FORM NO. 3830226 FEBRUARY, 1985

THIS INSTRUMENT, made April 13 1990 between Benjamin Johnson and Orange Johnson (Mortgaged to each other) as joint tenants with right of survivorship 1413 South 11th Avenue, Maywood, Illinois (COUNTY) and herein referred to as "Mortgagors," and Commercial National Bank of Chicago 4800 N. Western Ave., Chicago, Illinois (COUNTY AND CITY) (INCORPORATED) herein referred to as "Trustee," witnessed: That Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note, termed "Installment Note," or even debt herewith, secured by a principal promissory note, made payable to Trustee, in and by which note Mortgagors promise to pay the principal sum of Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent per annum, such principal and interest to be payable in installments as follows: Dollars on the 15th day of July 1990, and one hundred fifty-four and 16/100 per annum, such principal and interest to be payable in installments as follows: Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent per annum, such principal and interest to be payable in installments as follows: Dollars on the 15th day of July 1990, and one hundred fifty-four and 16/100 per annum, such principal and interest to be payable in installments as follows: Dollars, and interest thereon, on the balance of principal remaining from time to time unpaid at the rate of 15.5 percent per annum, and all such payments being the extent not paid when due, in here in event after the date for payment thereof, at the rate of 15.5 percent per annum, and all such payments being made payable in Commercial National Bank, 4800 N. Western, Chicago, Ill. or at such other place as the legal holder of the note may, from time to time, by writing in plain English, which may be filed in the office of the Commercial National Bank, 4800 N. Western, Chicago, Ill. in which event election may be made at any time after the case default shall occur in the payment, when any such agreement 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 all parties thereto severally waive preemption for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and provision of said three days, without notice, and all parties thereto severally waive preemption for payment, notice of dishonor, protest and notice of protest.

Witness the hands and seals of Mortgagors the day and year first above written  
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
(Seal) (Seal)  
Benjamin Johnson  
Orange Johnson  
Commercial National Bank of Chicago  
4800 N. Western Ave., Chicago, Illinois  
This instrument was prepared by  
Commission expires  
Given under my hand and official seal, this  
day of  
1991  
My commission expires before me this day in person, and acknowledged that  
subscribed to the foregoing instrument,  
in the presence of  
State of Illinois, County of Cook  
Benjamin Johnson and Orange Johnson (Mortgaged to each other) as joint tenants with right of survivorship  
whose name is  
Witness the hands and seals of Mortgagors the day and year first above written  
successors and assigns  
herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs,  
The name of a record owner is:  
as joint tenants with right of survivorship  
Mortgagors do hereby expressly release and waive  
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  
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the use and upon the use and trusts  
articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises  
during all such times as Mortgagors may be entitled thereto (which term, issues and profits are pledged primarily, and on a parity with said real estate and not  
TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, in all cases, issues and profits thereof for so long and  
Permanent Real Estate Index Number(s): 15-15-224-005  
Address(es) of Real Estate: 1413 South 11th Avenue, Maywood, Illinois  
which, with the property hereinafter described, is referred to herein as the "premises."

OR RECORDER'S OFFICE BOX NO. 4800 N. Western Ave., Chicago, Ill. 60615 (ZIP CODE)

Identified herewith under Identification No. 560748

The installment Note assigned in the within Trust Deed has been... 9222688

Commercial National Bank of Chicago, Recorder of Deeds of Cook County, Illinois, hereby certifies that the within instrument was duly recorded...

14. Trustee may resign... 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...

12. Trustee has no duty to examine the title, location, existence, or condition of the premises... 11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times...

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...

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 or said premises... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:

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 law...

6. At the election of the holder of the note, the Trustee shall, in addition to the principal and interest, when due according to the terms hereof, pay to the holder of the note... 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, agreement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, state-

4. In case of default hereof, Trustee or the holder of the note may, but need not, make any payment or perform any act hereinafter required of him... 3. Mortgagee 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 to pay the cost of replacing and repairing the same or to pay in full the indebtedness secured hereby...

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

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14. Trustee may resign... 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...

12. Trustee has no duty to examine the title, location, existence, or condition of the premises... 11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times...

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...

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 or said premises... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:

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2. Mortgagee 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 holder of the note the original or duplicate receipt therefor... 1. Mortgagee 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 mechanics' liens or liens in favor of the United States or other liens or claims 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; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance 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 holder of the note.