

3930681

TRUST DEED

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1 1990, between JOHN HOPKINS and ANNEMARIE HOPKINS, married to each other

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of NINE THOUSAND THREE HUNDRED SEVENTY-TWO AND NO/100 (\$9,372.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED (\$300.00) Dollars on the first day of November 1990, and THREE HUNDRED (\$300.00) Dollars on the first day of each 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 1st day of October 1993. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of nine per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT SIX (6) in Block Fourteen (14) in Lincolnwood Subdivision, being a part of the Southeast Quarter (1/4) of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 7, 1957, as Document Number 1752498.

Property Address : 239 Farragut Park Forest, Illinois.

PTN: 31-24-428-006

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. JOHN HOPKINS | SEAL | ANNEMARIE HOPKINS | SEAL |

STATE OF ILLINOIS, I, ROBERT J. LEONI a Notary Public in and for and residing in said County, in the State aforesaid; DO HEREBY CERTIFY THAT County of Cook JOHN HOPKINS and ANNEMARIE HOPKINS, married to each other

OFFICIAL SEAL ROBERT J. LEONI, Notary Public, State of Illinois My Commission Expires 4/10/93

who personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 1st day of October 1990. Notary Public

NOTE IDENTIFIED

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DEC 5 - 1950

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CHICAGO TITLE AND TRUST COMPANY

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY

IMPORTANT

Identification No. 730818/cjc

CHICAGO TITLE AND TRUST COMPANY

GUARANTY FUNDING

ATTORNEY'S TITLE

FOR RECORDER'S INDEX PURPOSES

DESCRIPTED PROPERTY HEREIN

29 S. LASALLE 5th FLOOR

CHICAGO, ILL. 60603

312-372-5361

IN DUPLICATE

1. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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-completed contracts for insurance policies shall be cancelled by the mortgagee in case of loss or damage to the premises. The mortgagee shall have the right to cancel any policy which is not a standard mortgage policy payable in case of loss or damage to the premises. The mortgagee shall have the right to cancel any policy which is not a standard mortgage policy payable in case of loss or damage to the premises. The mortgagee shall have the right to cancel any policy which is not a standard mortgage policy payable in case of loss or damage to the premises.

2. Mortgages shall pay by check any amount due and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due.

3. Mortgages shall pay by check any amount due and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due.

4. In case of default between the mortgagee and the mortgagor, the mortgagee shall have the right to take possession of the premises and to sell the same to satisfy the debt. The mortgagee shall have the right to take possession of the premises and to sell the same to satisfy the debt.

5. The mortgagee shall have the right to foreclose on the premises in case of default by the mortgagor. The mortgagee shall have the right to foreclose on the premises in case of default by the mortgagor.

6. Mortgages shall pay each item of indebtedness hereunder mentioned, both principal and interest, when due according to the terms hereof. At the option of the mortgagee, the mortgagee may pay the same in advance of the maturity of the same, and the mortgagee shall have the right to do so.

7. When the mortgagee has secured the premises, the mortgagee shall have the right to take possession of the premises and to sell the same to satisfy the debt. The mortgagee shall have the right to take possession of the premises and to sell the same to satisfy the debt.

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 process, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured claims; and third, any surplus, which shall be paid to the mortgagor or to the person entitled to the same.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises, and the 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 judgment, to collect such rents, issues and profits, and to take any other action which may be necessary or proper to carry out the duties of such receiver. The court may also appoint a receiver of said premises, and the 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 judgment, to collect such rents, issues and profits, and to take any other action which may be necessary or proper to carry out the duties of such receiver.

10. No action for the enforcement of the lien hereof or of such decree, provided such application is made prior to foreclosure sale, shall be subject to any defense which would not be good and available to the mortgagor in the enforcement of the lien hereof or of such decree, provided such application is made prior to foreclosure sale, shall be subject to any defense which would not be good and available to the mortgagor in the enforcement of the lien hereof or of such decree.

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, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall the trustee be liable for any act or omission hereunder, except in case of its own gross negligence or willful misconduct.

13. Trustee shall release the trust deed and the lien hereof 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 of the trust deed and the lien hereof 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 of the trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in the county in which the premises are situated or in the office of the Recorder or Registrar of Deeds in the county in which the premises are situated, and the resignation shall be effective as to the trust deed and the lien hereof as to the date of the resignation, liability for default on the note or trust deed shall be assumed by the successor in Trust. Any successor in Trust 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 acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.