Trust DeedUNOFFICIAL COPY 03030300

THIS INDENTURE, made	September	30TH 193	ciwe ROBERT LEE &	DOROTHY LEE, HIS WIFE	
701721	EN UADDTC	BART D HADDYA		herein referred to as "Mortgagors,"	bna
					or i
				tegal holder of a principal promissory n	
HARRIS LOAN &	MORTGAGE CO	RP. 1701 SOU	TH FIRST AVENU	E, MAYWOOD, IL. 60153	
and delivered, in and by which	note Mortgagors prof	mise to pay the princip	al sum ofSever	romissory Note from09/30/93	
to be possible in installment	s as follows: TTE	ive Hundred	Twenty-Seven a	ind 03/100= \$527.03 De	 oHars
				y-Seven and 03/100- Do	
on the 30TH day of each	and every month the	reafter until said note	is fully paid, All such pays	ments on account of the indehtedness evic	dence
by said note, to the extent n	iot paid when due, to	o hear interest after the	e date for payment inch	of, at the rate is specified in Promissory No. 300, MAYWOOD, ILLINOIS	, ,
60153 or at such	other place as the legs	al holder of the note m	ev. from time to time, in t	writing appoint, which note further provides	e thut
at the election of the legal hole	der Thereof and Withou	at notice, the principal	sum remaining unpuid the	con, together with accrued interest thereon, yment, when due, of any installment herei	shall
contained. In accordance with	the terms thereof or h	n case défault shall occ	ur and continue for three)	duys in the performance of any other agree of said three days, without notice), and the	ment
parties thereto severally waive	e presentnient for pay	ment, notice of dishon	or, protest and notice of p	roless.	
 Iimitations of the above most 	tioned note and of th	is Trust Deed, and the	a performance of the covi	in accordance with the terms; provisions enable and agreements herein contained, by	k the
Mortgagors to be performed,	and also in consider	ation of the sum of	One Dollar in hand paid	, the receipt whereof is hereby acknowled nd assigns, the following described Real Es	dged.
and all of their estate, right,	title and interest there	in, situate, lying and l	ocing in the	+ + - +	
NOTE 1 2 3 16	CC	OUNTY OF	BLOCK 4: ALSO	THAT PART OF THE	wit:
VACATED 16 FOOT	ALLEY LYING	AND EAST OF	AND ADJOINING	LOTS 18, 19 AND 20,	
EXCEPTING THEREF	ROM THAT PAI	RT OF SAID A	LLEY, LYING SO	UTH OF THE NORTH LINE	
				THE EAST LINE OF SAID F THE SOUHT 1/2 OF LOTS	,
7 AND 18 AND ALL	OT LOTS	17 17 IN BLOC	K 4 IN MCCART	HY'S SUBDIVISION OF	•
THE WEST 1/2 OF	THE SOUTH WA	EST 1/4 OF TH	E NORTH EAST	1/4 OF SECTION 17,	
		EAST OF THE	THIRD PRINCE	PAL MERIDIAN, IN COOK	
COUNTY, ILLINOIS			. pi	EPT-01 RECORDING	23.5
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	5845 S. MAY	ST. , CHICA	GO. IL 60621	300	
Commonly known as:_				03030300	
Permanent Index Num	ber: 201722	5008/009/010	/ <u>012/220</u>		
•			//x.		
which, with the property herei	inafter described, is re	eferred to herein as the	c "premices."	ne and all rents, issues and profits thereof	for
which, with the property berei TOGETHER with all impact on a long and during all such impact and rest entire and not seeme	inafter described, is re provements, tenements nes as Mortgagors ma facily 1, and all fixture	eferred to herein us the	c "premices," urienances occeto belongi which rents, issue in dope us or netteles ne occupen	ng, and all rents, issues and profits thereof	with
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MAYWOOD, ILLINOIS 60153

1701 South First Avenue, Suite 306, Maywood, Illinois 60153

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 taxor assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all huildings 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 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 and or zed 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 as specified in Promissory Note, Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to liem on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the boders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuity 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 norm sortynote, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the promise sign at 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.

7. When the indebtedness hereby secured hall 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 law the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage delic. 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 locumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended: fter entry of the decree) of procuring all such abstracts of little, title searches and examinations, guarantee policies. Torrens certificates, and similar (at) 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 be come so much additional indebtedness secured hereby and in modified due and payable, with interest thereon as specified in Promissory Note, when paid or incurred by Trustee or holders of the note. Connection with (a) 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 plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commenced 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 remises shall be distributed and annihilation the foll

8. The proceeds of any foreclosure sale of the premises shall be discributed 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; so editional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining uppaid; 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 Dr. 3, 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 ...tice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then alue of the premises or whether the same shall be then occupied as a homestead or not said 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 whim Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which are be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sair 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) Tre 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 govern 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 by 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 promissory 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 promissory note herein described any note which may be presented 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 promissory note described herein, he may accept as the genuine promissory note herein described any note which may be presented and which conforms in substance with the description herein contained of the promissory 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. Parth Dockborobskx Atty J. Harr, 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 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 acts 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 promissorynote, or this Trust Deed.

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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.

he	promissory	Note	mentioned	in	the	within	Trust	Deed	has	been	

lentified	herewith	under	Identification	No	 ٠.	

Trustee