GEORGE E. COLET

February, 1965

TRUST DEED (ILLINOIS) For Use With Note Form 1448

(Monthly Payments Including Interest)

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	The first of the first property of the contract of the contrac
THIS INDENTIFIE, made 9 - 29 - 19 93	. DEPT-01 SECORDING \$23.00
between Marvell Williams and wife Vort Lee	145040 TRAN 5408 19728/93 11:20:00
(Jointly)	100 100 100 100 100 12220 10 11-1000 12 12 12 12 12 12 12 12 12 12 12 12 12
8024 S. Oglesby, Chicago, Ill. 60617	COOK COUNTY RECORDER
herein referred to as "Mortgagors," and	03060081
LaSalle Bank Lakeview 3201 N. Ashland Ave, Chgo. Ill. 60657	
(NO AND STREET) (CITY) (STATE)	
herein referred to as "Truste", "witnesseth: That Whereas Montgagors are justly indebted to the legal holder of a prin apa' promissory nute, termed "Installment Note," of even dute herewith, executed by Mort, "ors, made payable to Bearer and delivered, in, and by which note Mortgagors promise to pa" the principal sum of Seventy Eight Hune	The Above Space For Recorder's Use Only
Finites and interest from	raing from time to time uppaid at the rate of 10.0 per cent
per annum, such principal sum as proceed to be payable in wetaliments as follows. One I Dollars on the day of TON 11 and One Hundred.	Sixty Six and 79/100
the 14th day of each and every no de the restor until said note is fully band, except tha	t the final payment of principal and interest, if not sooner paid,
shall be due on theday of	n al the indeficedness evidenced by said note to be applied 414 the partion 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 made payable at LaSalle Bank Lake view 3201 Ashland C	-1140 • 1144 • or at such other place as the legal
holder of the note may, from time to time, in writing end of, which note further provides that a principal sum remaining unguid thereon, together with account interest thereon, shall become	at the election of the legal holder thereof and without notice, the at once due and payable, at the place of payment aforesaid, in
case defaults fiall occur in the payment, when due, of any interface in the principal or interest in a and continue for three days in the performance of any other green, and then do any interest in a expiration of said three days, without notice), and that all parties thereto severally waive press	coordance with the terms thereof or in case default shall occur lead for which event election may be made at any time after the
NOW THEREFORE, to secure the payment of the said principle of miney and interes	at in accordance with the terms, provisions and limitations of the
above mentioned note and of this Trust Deed, and the performance of the re-wenants and agreed also in consideration of the sum of One Dollar in hand paid, the receipt thereof is hereby a WARRANT unto the Trustee, its or his successors and assigns, the following described Real	cknowledgerf, Mortgagors by these presents CONVEY AND Estate and all of their estate, right, title and interest therein,
situate lying and being in the <u>City of Chicago</u> , COUNTY OF Lot 65 in resubdivision of lots 18 to 33 both	COOK AND STATE OF ILLINOIS, to wit:
1/3 of lot 15and lots 16 to 46 both inclusive	e, of Block 2, lots 1 to 48, Both
inclusive, of Block 7 and Lots 25 to 45, Both Richardson's Subdivision of the northeast 14	of the Northeast 1/4 of section
36, Township 38 North, Range 14 East of the thi	rd principal/meridian, in Cook
county, Illinois.	0.2778944
which, with the property hereinafter described, is referred to herein as the "premises,"	
Permanent Real Estate Index Number(s): 20-36-214-024-0000	
Address(es) of Real Estate: 8024 S. Oglesby, Chicago, Illi	<i>T</i>
TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all it its, 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 a a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heir, gas, water, light, power, retrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foliago high, screens, window shades, awnings, storm doors and windows, floor coverings, inador beits, stores and water heaters. All of the foregoing are declared in diagreed 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 sinth. To a reapparatus, 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 Trustée, 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 Laws of the State of Illinois, wor in a firights and benefits and benefits are premised. The same of a record exercise. Maryell Milliams, and wife.	
	rt Log (Jointly)
The name of a record owner is: Marvell Williams and wife We This Trust Deed consists of two pages. The covenants, conditions and provisions appearing herein by reference and hereby are made a part hereof the same as though they were here we	on page 2 (the reverse side of this Trust Deed) are incorporated
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- 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; (1) 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; (3) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or maintipal 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 mote the original or duplicate recepts therefor. To prevent default hereunder Mortgagors shall pay in full under project, in the manner provided by statute, any tax or assessment which Mortgagors may desire to context.
- 1. 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 repatring 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 I rustee for the hencit 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 pastial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior hen or lithe 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 autorneys' fees, and any other moneys advanced by Trustee or the holders of the note to redeet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a root cannot 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 none per cent per annum inaction of Trustee or holders of the note shall never be considered as a waiver of any right accrains to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the ho ders of the note bereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate product from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the valid to of any tax, assessment, sale, fortesture, tax hen or title or claim thereof.
- 6. Mistigagors shall pay each term of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the air ipal note, and without notice to Mortgagors, all ungual indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal rote 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 in a 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 note the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Blinois for the enforcement of a mortgage deot, he are 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, outla, s for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended antice try of the decree) of procuring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar deta 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 vidence 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 municiples of your and payable, with interest thereon at the rate of map per cent per annum, when paid or incurred by Trustee or holders of the note in connection with all any ention, and or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plantiff, claim an or detendant, by teason of this Trust Deed or any indebtedness hereby and expensed or the perparanous tor the roomencement of any suit or the nechosure hereof after accurat or such right to forechose whether or not accurally commenced; or (c) preparations for the defense of any threatened suit or page claim, which might affect the premises or the security
- 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 area terms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness at intonal to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpoint; 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 forectose 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 natice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then aduct 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 hale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times and a 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 at the profond. 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 inheltedness 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 deliciency in case of a sale and delicingly.
- 10. No action for the enforcement of the lien of this Trust Dred 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 an an excess 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 he 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 hears 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 he 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,

 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

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 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 unter pentitication No.