INOFFICIAL COPY

60-05-788 UNIT W

COOK COUNTY, ILLINOIS



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W.		FEB 2	271 3	os PH	*		
	TRUST						
	539697		4	21 402	738		- '
	000	CTTC 7		THE AB	OVE SPACE FOR	RECORDER'S USE ONLY	
	NDENTURE, made	Februar	y 18	197	, between J	OHN HOAGLAND and BET	TY
HOAG	LAND, his w	ire					
			HICAGO TIT	TLE AND TR	ed to as "Morts UST COMPANY	?	
THAT, said leg	al holder er bolders l	tgagors are justly being herein refe	y indebted to rred to as Hol	the legal no Iders of the I	laer or notaers (lote; in the prin	E. witnesseth: of the Instalment Note hereinafter desipal sum of THITTEEN THO FIVE HUNDRED THO ande payable to THE ORDER OF I	JUSAMD
			d Note the	e Mortgagor	s promise to	pay the said principal sum and	interest
from	March 1,	, 1971 -n.11 (7♣) per ce	n the balance ent per annur	of principal ren n in instalments	naining from time to time unpaid at (including principal and interest) as	follows:
of	April day of	19 7 '.	and QNE	HUNDREI	thereafter unti	ETVE AND 15/10 Wollars	the final
paymen	it of principal and in	terest, if i.e. soo	oner paid, sha	need by said	note to be tirs	applied to interest on the unpaid	9 86 principal
	tall and a second and a	en muinaimal: mra	mir ad the thi	e principal O	t each installmen	t unless paid when due shall bear in ide payable at such banking house	iterest at
	Châ	0000		mois, a	s the holders of	the note may, from time to time, in onal Bank of Schille	
and limi consider Trustee. Vil.	tations of this trust deed ration of the sum of One its successors and assigns Lage of Sch	, and the performant Dollar in hand paid the following descri- Ller Parl	nce of the coven I, the receipt who ibed Real Estate C	ereof is ner oy and all of their	knowledged, do b star right, title a Cool	aid interest in accordance with the terms, p. ned, by the Mortgagors to be performed, any these presents CONVEY and WARRANT and interest therein, situate, lying and being the MD STATE OF IL	unto the in the LINOIS,
10	Lots 47	and 48 ii	n Block	3 in Sc	hill r Pa	rk, a subdivision	
•	of that	part of t	the East	; half c	f tle Eas	st half of the South North, Range 12,	1
	lving So	outh of L	rving Pa	rk Boul	mentp 40	West of the	1
					evaru, a	i west of the	1
	Wisconsi	in Central	l Railro	ad righ	t-of-way,	i West of the also that part	
	Wisconsi of Secti	in Central ion 15. To	l Railro ownship	ad righ 40 Nort	t-of-way, h. Range	also that part 1., East of the said r ilroad	
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 3 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Morgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged of be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other here or claims for him not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a hen or charge on the premises superior to the hen hereof, and upon requise exhibit satisfactory evidence of the discharge of such prior hen to Trustee or to holders of the mote; (3) complete within a trasmodale time any building or buildings now or at any time in process of erection upon said premises. (3) comply with all requirements of law or miningal ordinances with respect to the premises and the use thereoff (6) make no material alterations in said premises except as required by law or miningal ordinance. A Mortgagor's shall pay before any penalty artaches all general taxes, and shall pay special assessments, suster charges, sweet vertee charges, and other charges against the premises when due, and shall upon written request, from his to Trustee or to induces of the note duplicate receipt wherefor. To connect, and the receipt of the process when the process, in the manner provided by statute, any tax or assessment which Mortgagors may desire to connect.

and other charges against the premises when due, and stall, upon written request, turned to trouse to to analysis on the most prevent default hereunder Mortagors shall pay in full under protest, in the immuner provided by statute, any tax or assessment which Mortagors may desire to contest.

3. Mortagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss at damage by fire, lighting or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or reparing the same or to pay in full the indictnethors secured hereby, all in companies satisfactory to the holders of the cone, under insurance policies possible, in ease of loss or damage, to Trustee for the benefit of the holders of purchase, discharge, compromise or settle any tax he in other prior lie or utile or cheed to purchase, discharge, compromises or defended any tax he holders of the holders of he holders of the holders o

interest on the note, of (1) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness I receive secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional underbedness in the decree for sale all expenditures and expenses which my be r. d or meutred by or on behalf of Trustee or holders of the note for attorneys fees, appraiser's fees outlays for documentary and expenses which my be r. d or meutred by or on behalf of Trustee or holders of the note for attorneys fees, appraiser's fees outlays for documentary and expenses of times, the carefus and examinations, time surrance policies. To reserve the times are a surrance of the decree) of procuring a such abstracts of title, title examinations, time surrance policies. To reserve critical examinations and assurances with respect to title as Trustee's holders of the note may deem to be reasonably necessary either to proceed such out to evidence to bidders at any sale which may be had pin ann to such decree the true condition of the title to or the title to of the promises. All expenditures and expenses of the nature in this paragraph mentioned shall be or extrained by the title to the title to or the more connections. All expensions and the rate of seven per cent per annum, in early a forecast of the forecast of the proceeding, including probate and bankraptety proceedings, to which either the connection of the trust decrease of the proceeding including probate and bankraptery proceeding including to the connection of the trust decrease of the promises of the connection of the proceeding including the proce

which under the terms necessary and account of the mote: fourth, any of exploit to Mortgagors, their heirs degal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filling of a bill to foreclose this trust seed, he court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not e.g., if our regard to the solvency or molyency of Mortgagors at the time of application for such receiver and without regard to the their value of the premise. The herber the whall be then occupied as a homestead or norther did the restrict of such foreclosure and without regard to the them value of the premise. The herber the successed as such treechers and the can also a desired and a deficiency, during the pull statur. The premise of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, except for the intervention of such ceive, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such assets for the protect in, poss, soin, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver 1 apply the net income in his hands in payment in whole or in part of the high the profits of the premises of the profits of the hier before or of such decree, provided such application is made prior to foreclosis e sale (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the hin or of any provision hereof shall be subject to a diese 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 reasonal letters and access thereto shall be permitted for that purpose.

11. Trustee or the fiolders of the note shall have the right to inspect the premises at all reasonalle to not 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 at to inquire may the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall trustee obligated to root, dust trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be label for any acts or omission hereunder. Acer, in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities statisfactory to it before exer turn any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentant on statisfactory 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 per on who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been fully as a complete of the produce and exhibit to the fore the properties of the control of the produce and exhibit to the fore of the control of the produce and exhibit to the control of the produce and exhibit to the fore of the control of the produce and exhibit to the fore of the control of the produce and exhibit to the fore of the control of the produce and exhibit to the fore of the control of the produce and exhibit to the fore of the control of the produce and exhibit to the fore of the produce and exhibit to the fore of the produce and exhibit to the fore of the produce and the fore of the original trustee and it has never placed its identification number of the produce of the original trustee and it has never placed its identification number on the note described any note which have been the produce of the

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 500007

CHICAGO TITLE AND TRUST COMPANY,

X MAIL TO:

Mr. Lawrence Ripes Attorney at Law 9758 West Grand Avenue Franklin Park, Illinois 60131 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

4138 Prairie Avenue

Schiller Park, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER_