

TRUST DEED

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MAR-12-71 204144 • 21419431 • A — Rec
THE ABOVE SPACE FOR RECORDER'S USE ONLY

5.10

THIS INDENTURE, made

March 2,

Lloyd H. Boester and Joan L. Boester, His Wife

herein referred to as "Mortgagors", and XMMCACGATIXMXANDIXMXSIXCDSM200XM BERNARD HARRIS 

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 bolder or holder or holders being nerein reterred to as holders of the Rote, in the principal station.

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF REARERS THE HARRIS MORTGAGE LOAN CORP. 6029 W. Irving Park Road, Chicago, Illinois and do liver d, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

One furdred Twenty-nine and 09/100 (\$129.09)

the 15th day of April 19/1 and One Hundred Twenty-nine and 09/100 on the .... 15 ti day of each month with a final payment coth; balance due on the 2nd day of March

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and interest being made payable of the nate may from time to time, in writing appoint, and in absence of such appointment, then at the office of HARRIS MORTGAGE LOAN CORP.

NOW, THEREFORE, the Mortgagors to ever 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 performed and also in consideration of the sum of One Dollar in hand p id. to receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following des rif. do al Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS City of Hoffman Estates

Lot 9 in Block 226 in the Highlands West at Hoffman Estates #28 being a subdivision of part of the South  $\frac{1}{2}$  of Section 8 & part of the Northeast  $\frac{1}{4}$  of Section 1 1 Dwnship 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, ar all r nts, 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, a real restance to the supply heat, gas, air conditioning, and the supply heat, gas, air conditioning, and the supply heat is a restance to the supply heat, gas, air conditioning, and the supply heat, gas, air conditioning, and the supply heat, gas, are conditioning, and all profits the most supply heat, gas, are conditioning, and the supply heat, gas, are conditioning, and all profits and the supply heat, gas, are conditioning, and conditioning, and all profits and the supply heat, gas, are conditioning, and conditioning, and all profits and the supply heat, gas, are conditioning, and conditioning, and all profits and the supply heat, gas, are conditioning, and profits the most supply heat, gas, are conditioning, and profits the conditioning and are conditioned and are conditioned and are conditioned and conditioning are conditioned and conditioning and conditioning are conditioned and conditioning and conditioning are conditioned and conditioning are conditioned and conditioning and conditioning are condit

This trust deed consists of two pages. The convenants, conditions and provisions appearing on page 2 (the reverse side in 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. S. and seal. S. of Mortgagors the day and year first above written. S.AL ] the undersigned STATE OF ILLINOIS. Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT IN BOESTER AND JOAN L. BOESTER, HIS WIFE Cook

2nd March

Notarial Seal Form 134 R 1-69 Tr. Deed, Indiv., Instal.-Plus Int.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagurs shall (1) promptly repair, restore or rebuild any buildings or improvements now hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premisers 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with espect to the premiser and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances with espect to the premiser and the use thereof; (6) make no material alterations in said premises expect as required by law or municipal ordinances and other charges against the premises when due, and shall, upon written request, formish to Trustee or to holders of the note diplicate receipts therefor. To prevent distult hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to

and other charges against the premites when die, and shall, upon written request, torinsh to a rustee or to nome to use to expense excepts increased approved bedalt hereunder Mortagors shall pay in full under proteste, in the manner provided by a dealth earth which Mortagors may desire to contest.

3. Mortagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under polities 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 indebteness secured hereby, all in companies satisfactory to the holders of the note, under insurance polities payable, in case of loss or damage, to Trustee for the heartest of the holders of the note, such rights to be evidenced by the standard mortage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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principal and interest remaining impair, on he note; fourth, any overplus to Mortgagors, their heirs, legal representatives of assigns, as their rights may appear.

9. Upon, or at any time after the filing c a bit to foreclose this trust deed, the court in which the fill's filed may appoint a receiver of said premises.

9. Upon, or at any time after the filing c a bit to foreclose this trust deed, the court in which to blenty or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the including the premises of 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 as well as during any further times when Mortgagors, exce t 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 assess 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 broome in his hands in payment in whole of in part of 1). The includences accured hereby, or by any decree forced sing this trust deed, or any tax, special assessment or other lien which may be or become superior. So call the deficiency in case of a sale and deficiency.

11. Trustee or the holders of the note shall have the right to imple the elements, each of the premises of the purpose.

12. Trustee has no dury to examine the title location existence or to be considered in the control of the premises of the purpose.

11. Trustee or the holders of the notes shall have the right to inspire the cremises at all reasonable times and access thereto shall be permitted for that purpose.

11. Trustee or the holders of the notes shall have the right to inspire the cremises, or to inquire into the validity of the signatures or the identity, espacity, or authority of the signatures on the note or trust deed not a by a. Trustee to displated to recred this trust deed or to exectice any power herein given unless expressly obligated by the terms hereof, nor be liable for an act or omissions hereunder, except in case of its own gross negligence or missionduct or that of the agents or employees of Trustee, and it may require indemain; ex. is ifactive to the state of the state of

## 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.

Identi	ification No			•
	CHICAGO	TITLE AND	TRŮST .	UMPANY,
Ву				<b></b>
			Assistant	Tr. Officer
	the second second		Assis	tant Secretary
			Assistant 1	Vice President

MAIL TO

HARRIS MORTGAGE LOAN COR?. 6029 W. INVING PARK RD.

CHICAGO 34, ILLINOIS

IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT