## UNOFFICIAL COPY

|  | No. 206<br>1969  | · Clean   | The state of the s |
|--|--|---|--|
| TRUST DEED (Illinois<br>For use with Note Form 14<br>(Monthly payments including in  | 1971 MAR 24 PM   |   | A — Rec 5.10   |
| 21 <b>43</b> 0 0   |  | 458 • 21430048 ·  | A — RSC 7.10   |
|  |  | The Above Space For Recorder's  |  |
| THIS INDENTURE, made Emma Miller, his w  | March 15 1971 ,  |   |  |
| herein referred to as "Trustee," wi  | tink, 3737 West 147th tinesseth: That, Whereas Mortgagors a date herewith, executed by Mortgag   | re justly indebted to the legal hold  | Illinois or of a principal promissory note,  |
| midionitan state pe  | nk, 3737 West 147th Mortgagors promise to pay the princip  | treet, Midiothian.  | Illinois   |
| Five Hundred Twenty  | -Nine & 20/100   | Dollars and interact 60   | we included to **  |
| to be payable in installments as fo  | llows: One Hundred Fifty<br>, 1971, and One Hund   | -Eight & 82/100   | Dallam   |
| sooner paid, shall be use the 1  | ery month thereafter until said note is  | fully paid, except that the final paym  | ent of principal and interest, if not  |
| of said installments constituting ori  | ncipal, to the extent not paid when  | ue, to bear interest after the date for   | r to principal; the portion of each<br>r payment thereof, at the rate of   |
| at the election of the legal holder the  | I such payments being made payable at<br>e as the legal holder of the note may<br>eo and without notice, the principal su  | , from time to time, in writing appoin  | t, which note further provides that  |
| or interest in accordance with the teri<br>contained in this Trust Deed (in which<br>parties thereto severally waite present   | "s as the legal holder of the note may ee a she legal holder of the note may ee and without notice, the principal su ear of payment aforesaid, in case def ins' er of or in case default shall-occur h ver'election may be made at any ti time." It is a write to the payment of the said principal sum the paymen of the said principal sum   | ault shall occur in the payment, when<br>and continue for three days in the po<br>me after the expiration of said three | due, of any installment of principal rformance of any other agreement days, without notice), and that all  |
| NOW THEREFORE, to secure   | the paymer of the said principal sum<br>note and fath's Trust Deed, and the  | of money and interest in accordance of the covenants and ag   | e with the terms, provisions and   |
| Mortgagors by these presents CONV and all of their estate, right, title and  | the pa mer of the said principal sum note and the Strust Deed, and the so in consideration of the sum of OreY and WA ANT unto the Trustee, Interest merein, situate, lying and being the sum of Ore of the Structure of the Structu | e Dollar in hand paid, the receipt<br>its or his successors and assigns, the<br>ng in the                               | whereof is hereby acknowledged, following described Real Estate,   |
|  | COUNTY OF CODA   | ANI   | STATE OF ILLINOIS, to wit:   |
| Lot 27 (except the So<br>Block 4 in Harvey Mar   | or being a Subčivisi   | on of the East half   | of the Southeast   |
| quarter of the Southe<br>East of the Third Pri   | east quarter of Sections<br>Incipal Meridian, com  | on 18. Township 36 N  | orth Pance 14  |
| Harvey, in the County  | of Cook, Illinoi:  |   |  |
|  |  |   | MAIL   |
| which, with the property hereinafter described, is referred to herein as the "prenises,"  TOGETHER with all improvements, tenements, estements, and appurtenances of creto lelonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto which rents, ssues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures; anoparatus, compared to the property of the pro |  |   |  |
| said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now of hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or central) of currolled), and ventilation, including (without restriction the foregains).   |  |   |  |
| sol tong and uning all such times as Mortgagors may be entitled thereto (which rents, ssues and profits are pledged primarily and on a parity with state extraction on secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heaft, and such that the state of the such that the such t |  |   |  |
| TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assign for ver, for the purposes, and upon the uses  |  |   |  |
| This Trust Deed consists of two<br>are incorporated herein by reference as   | pages. The covenants, conditions and pad hereby are made a part bereof the s   | provisions appearing on page 2 fine ame as though they were here s t  | reverse side of this Trust Deed) in full and shall be binding on   |
|  | ortgagors the day and year first above   | written.  |  |
| PLEASE<br>PRINT OR<br>TYPE NAME(S)   | Tommie Miller  | (Seal) Emma Mi  | ller (Seal)  |
| BELOW<br>SIGNATURE(S)  |  | (Séal)  |  |
| State of Illinois, County ofCoo  | k 55-7i  |   | y Public in and for said County,   |
| 200  |  | O HEREBY CERTIFY that _Tor  | mie Miller and   |
|  | subscribed to the foregoin   | to be the same persors whose nar<br>g instrument, appeared before me thi  | s day in person, and acknowl-  |
| 2 7 70   | edged that Ehey signe<br>free and voluntary act, for<br>waiver of the right of ho  | d, sealed and delivered the said instru<br>r the uses and purposes therein set in<br>nestead.                           | orth, including the release and  |
| liven undermy light and official seal  | , this 15th  | day ofMarch   | 1971   |
| omnission expires  | mission Expires Mar. 31, 1973  | - Jage 5  | Notary Public  |
| MAIL TO  |  | ADDRESS OF PROPERTY:<br>15834 S. Ashland  |  |
| NAME Midlothian  | State Bank   | _ Harvey, Ill.  |  |
| AIL TO: ADDRESS 3737 W.  | 147th St.  | THE ABOVE ADDRESS IS FOR ST<br>PURPOSES ONLY AND IS NOT A PA<br>TRUST DEED<br>SEND SUBSEQUENT TAX BILLS TO:             | AT OF THIS MED 2   |
| CITY AND Midlothi  | an, I11. ZIP CODE 60445  |   | 30048  |
| DR RECORDER'S OFFICE BO  | ( NO   | (Name)  | MBER   |
| Anna de servicio de servicio de la compansión de la compa |  | (Address)   |  |
|  |  |   |  |
|  |  |   |  |
|  | CARLA SERVICE CONTRACTOR   |   |  |

## THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE FORM) AND WHICH EADY A PART OF THIST DEED WHICH THERE BEZING.

- i.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; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien on expressly subtordinated 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 Trystee or to holders of the note; (5) complete within a reasonable time any building so buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal 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 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 tax or assessment which Mortgagors may desire to contest.
- 3. 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 bost 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 her 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 it case of insurance about the expire, shall deliver renewal policies not less than ten day 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 badvanced 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 authorized may be taken, shall be som much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the olders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any late the setimate procured from the appropriate public office without inquiry into the accuracy of such bill, state ment or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or titlefor claim thereof.
- 6. Morigagors shall ray each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

  At the election of the holders at the principal note, and without notice to Mortgagors, all appaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in carrier and continue for three-days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness nervoy cu ed shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truste as 'n I have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a moi mage by the laws of Illinois for the enforcement of a moi mage by the laws of the laws of the control of the provided by the laws of the l
- 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 projectings, incident in a second proceeding and projecting second, all other items which under the terms hereof constitute secured it febt does additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest rem, in the project paid; 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, i.v. 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 any without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to if e then value of the premises or whether the same shall be then, occupied as a homestead or not and the Trustee hereinder may be appointed as such receiver, and have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, it case c'a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further in many hortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other poor the protection of the protection of the protection of the such rents is such as a such
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof s., 17. bject to any defense which would no be good and available to the party interposits same in an action at law upon the note hereby secure:
- 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, nor sh. Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable ... 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 as me / require indemnities
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactive vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and of a consequence of any person who shall either before or after maturity thereof, produce and exhibit to Trusted the principal note, representing not all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a fields is requested for a new assort rustee such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purp time to be secured by a prior trustee thereunder 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 trust e may be has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and the continued of the principal note and the principal note are not to the principal note and the principal note are not to the principal note and the principal note are not to the principal note and the described herein, he may accept as the genuine principal note are not to the principal note are not to the principal note are not and the described of the principal note are not and the principal note are not an accept as the genuine principal note are not an accept as the genuine principal note are not accept as the genuine princ
  - 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 count
  in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers an
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or throug 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 indebteness or any part thereof, whether of put such persons shall have executed the principal pote, or this Trust Deed.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No

Trustee

END OF RECORDED DOCUMENT