21 446 662

This Indenture, Made april 7

19 7/, between

Thomas Spanos, Jr. and Alice M. Spanos (his wife)

herein referred to as "Mortgagors," and

Ford City Bank

an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installer network of the Installer network of the Installer network of the Installer network of the Principal SUM of Fifteen Thousand Nine Hundred and no/100 (\$15,900.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

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and delive ed, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at

the rate of per cent per annum in instalments as follows: One Hundred Twelve and 39/100 (3112.39)
Dollars on the first day of June 19 71 and One Hundred Twelve and 39/100

(\$112.39)----- Dollars on the lirst day of each and every month

thereafter until said reas is fully paid except that the final payment of principal and

interest, if not sooner paid, shall be due on the first day of May 19 96. All such payments on account of the indebtedness each need by said note to be first applied to interest on the unpaid principal balance and the remai de to principal; provided that the principal of each instalment unless paid when due shall bear interest a, the maximum rate permitted by law, and all of said principal of the principal of t

cipal and interest being made payable at suc' banking house or trust company in Chicago

Illinois, as the holders of the note way, from time to time, in writing appoint, and in absence of such appointment, then at the office of Ford City Bank in said City,

This Trust Deed and the note secured hereby are not as are able and become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Tue' Pred.

NOW, THEREFORE, the Mortgagors to secure the payme to the said principal sum of money and said interest in accordance with the terms, provisions and limited one of this trust deed, and the performance of the covenants and agreements herein contained, by the mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the rocept whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the trust e, its successors and assigns, the following described Real Estate and all of their estate, right, tite and interest therein, situ-

ate, lying and being in the to wit:

, COUNTY OF COC

AND STATE OF HAINOIS,

Lot 10 in block 4 in the resubdivision of part of Parkside, being a subdivision of the Northeast quarter (except the South 330 feet of the West 330 feet thereof) of Section 30, Township 36 North, Range 13, 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, and all rents, 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, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

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doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Tructee, its 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, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements were or 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 of the contract of the lien hereof; (3) 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 satisfactly ridence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a rasonable 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 respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgag rs shall pay before any penalty attaches all general taxes, and shall pay special taxes, special asse aments, water charges, sewer service charges, and other charges against the premises when due, and shall pon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevint 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 ke p al buildings and improvements now or hereafter situated on said premises insured against loss it damage by fire, lightning or windstorm under policies providing for payment by the insurance comparise. If moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the nd btedness 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 right to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver e' Tolicies, including additional and renewal policies, to holders of the note, and in case of insurance ab ut 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 of 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, compramise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale. Figure 1 and 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 attorney the particle of the holders of the note to protect the mortgag of premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning and herein authorized may be taken, shall be so much additional indebtedness secured hereby and small become immediately due and payable without notice and with interest thereon at the maximum rate permitted by law. Inaction of Trustee or holders of the note shall never be considered as a waiv r of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making a way ment hereby authorized relating to taxes or assessments, may do so according to any bill, stateme to estimate procured from the appropriate public office without inquiry into the accuracy of such bill, at mement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or clain thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both print pal and interest, when due according to the terms hereof. At the option of the holders of the note, at a without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithst ndir anything in the note or in this Trust Deed to the contrary, become due and payable (a) imm dir e', in the case of default in making payment of any instalment of principal or interest on the note, of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. 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 documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data 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. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy 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 com-

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mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense 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 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 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; 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 bill to foreclose this trust deed, the 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 notice, without regard to the solvency or insolvency of Mortgagors at the tire of application for such receiver and without regard to the then value of the premises or whether ine see 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 sale and a deficiency, during the full statutery period of redemption, whether there be redemption or not, as well as during any further times when 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 profitic, possession, control, management and operation of the premises during the whole of said period. The pott from time to time may authorize the receiver to apply the net income in his hands in payment in which or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or a y 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 sule and deficiency.
- 10. No action for the enforcement of the lien 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 holder 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 e arm ne the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, no the liable for any acts or omissions hereunder, except in case of its own gross negligence or miscondure, that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 he eof to and at the request of any person who shall, either before or after maturity thereof, produce the sthibit to Trustee the 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 that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 and it has never executed a certificate on any instrument identifying same as the note described herein, any accept as the genuine note herein described any note which may be presented and which conforms in substance with the description. Herein contained of the 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Commany shall be the first Successor in Trust, and in case of its 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 of 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 hor gagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebterness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

WITNESS the hand and seal of Mortgagon	rs the day and year first above written.
	Thomas hanos Jr. [BEAL]
[83LAT.]	(luc M Sponos [BAL]

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		1971 APR 1	3 M 9 55	La y Pollen			ing in
	ATE OF ILLI	` } ss.	ALL TO IT	217152	• 21446662	čuA — Rec	7
3	4-	a Notary Public i	n and for and	Thomas Spand		*	
6/2		who are person subscribed to the	foregoing In	strument, appe	ared before m	e this day in p	erson
	T.	ment asforth, including the	he release and	waiver of the a	right of homes al this 7th	tëad.	in set
	(day of Apr	roing of	WE CO	OH T.
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		*	C			ii p	1 %
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name_	MAIL THIS		· .	ORTANT	nd.r, the note second and second responsible to the second responsible to the second rest of the second rest	ote mentioned in t an identified herew CITY BANK	VICE.PREBIOD ABSISTANT LOAN OFFICE
NAME_ ADDRESS_ CITY_	MAIL THIS			IMPORTANT for the protection of t. it the	ower and lend w, the n to see by this Trus e. all and be led led by the Liristee named he sefore the Trust Deed is fleed we not.	stment Note mentioned in t Deed has been identified herew ication No. FORD CITY BANK	NICE-PRESION
ADDRESS	MAIL THIS		ŭ8	IMPORTANT For the protection of L. in the	rower and lend r, the n to see by this Trust e. all, and be id fied by the "rr stee named he before the Trust Deed is fled reco."	e men i ident CITY	By Corporation Assistant A
ADDRESS	MAIL THIS	S INSTRUMENT TO	LS.	IMPORTANT For the protection of L th the	rower and lender, the note second by this Trust. See also and be ided by the Trust see named he lower the Trust Deed is flied record.		By VICEPHEID
ADDRESS	DEED at Note	S INSTRUMENT TO		IMPORTANT For the protection of L th the			By VICE-PREDITY VI
ADDRESS_	DEED at Note	S INSTRUMENT TO	PROPERTY ADDRESS	For the		FORD CITY BANK 7601 South Gleero Avenue Chicago, Illinois 60652 FORD CITY BANK 7601 South Gleero Avenue Chicago, Illinois 60652 FORD CITY BANK	
OATE	MAJI. THIS	S INSTRUMENT TO		For the			By VICEPHERD VICEPHERD (13.13.18 (7.47)