UNOFFICIAL COPY

Military H. Olicano MECOROERY DEF DEEDE TRUST DEED 3'71 3 04 PM #21506315 21 506 315 THIS INDENTURE, made June 3, HAROLD J. OKON and DIANE-C. OKON, his wifeherein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illinois 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 Instalment Note herein NOW, THEREFORE, the Mortgagors, secure the payment of the taid principal sum of money and taid interest in accordance with the terms, provisions and distributions of this trust deed, and the perform the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand aid, the vertice like sevely acknowledged, do by theer present ONTNEY and MRRART unto the Trustee, its successors and asygns, the following seribed (at Essate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK.

AND STATE OF ILLINOSE. The East 30 Feet of the outh Half of that Part of Lot 17 lying South of the South Line of W.st Lawrence Avenue in Block 2 in Frederick H. Bartlett's Lawrence Avenue Subdivision in the Northwest Quarter of Section 17, Pownellin 40 North, Range 13, East of the Third Principal Meridian in Cool County, Illinois. This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgage.s. heir neits, of Mortgagors the day and year first above WITNESS the hand .. Edward E. Reda ယ instrument, appeared before me this day in person and acknowledge ered the said Instrument as their

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) 1. Mortgagors shall [1] promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged so destroyed; [2] keep said premises in good condition and repair, without waste, and free from mechanics, or other lines or claims for lien not expressly ordinated to the lien hereof; [3] pay when due any indebtedness which may be secured by a lien or claarge on the premises superior to the lien hereof, and a 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 dings or buildings now or at any time in process; of errection upon said premise; [5] comply with all requirements of law or municipal ordinates. 2. Mortgapors shall pay before any penalty attaches all general cases, and shall pay special taxes, special and the process of the note duplicage receipts therefore one designated the premises when due, and shall upon written request, turnish to Trustee or to holders of the note duplicage receipts therefore entering the design of the note duplicage receipts therefore entering the content of the note duplicage receipts therefore entering the content of the note duplicage receipts therefore onted the content of the note duplicage receipts therefore onted the note of the note duplicage to the note of the note duplicage to the note of the note of the note duplicage to the note of and other charges against the premises when due, and shall, upon written request, turnou to a reacted or to induce you time not coupling to restrict the received for the protest, in the manner provided by statute, any casessment which Mortgagors and provided for manner provided by statute, any these or assessment which Mortgagors and with the moder policies providing for apayment by the insurance companies of moneys sufficient either to gain at less or damage by fire, lightning or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance propagation or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance propagation and analysis of the provided provided the provided of the provided provided the provided provided the provided provided analyse, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard modes clause to be arrabed 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 and the state that the 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 full or partial payments of principal or interest on prior encumbrances, affecting all pruntice. The provided provided the provided provided the provided provided the provided provided to the provided provided provided to the provided provid interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortagors herein contained. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note of Trustee shall have the right to foreclose the line 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 attorney fees, Trustees fees, appraiser's a fee entry of the decree (o) for occurring all uses the decree of the note of the note for attorney fees, Trustees fees, appraiser's a fee entry of the decree (o) for occurring all uses have the state of the content of the decree (o) for occurring all uses have trustee of holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to adde a star yas lee 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 rure in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable-with interest of a rure for each great payable-with interest of a rure for each great payable-with interest and the control of the premises, all expenses of the rure in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable-with interest of a sure fact and the processing including prob e and bankruptcy proceedings, to which either of them shall be a party, either as planniff, claimant or defendant, by reason of this trust deed or any which are a sure of the premises and the s principal and interer tent ining unpaid on the notes fourth, any overplus to Mortegaors, their hetrs, legal representatives or assigns, as their regnts may appear. 9. Upon, or at any 1 seafter 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 solveney or insolvency of Mortegaors at, the time of application for such receiver and and tut regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the frustee hereunder may be app inted 5 or "receiver. Such have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure su. 1 in 1 so of a sale and a depiciency, during the full statutory period of redemption, whether there be redemption or not, and other powers which may be nocessary or "usual in such cases for the protection, pouession, control, management and operation of the premises of the whole of said period. The Court for a time 2 time may authorize the receiver to apply the next income an approximent in whole or in part of (1). The indebtedness secured hereby, or 1/2 and o'rec foreclosing this trust deed, or any tax, apply the next income of the intention of a laid and deficiency. 10. No action for the enforcement of the 1/2 yet provision hereof shall be subject to any defense which would not be good and available to the surface or the holders of the notes shall have the 3/2 the origination of the remises at all reasonable times and access theretoe shall be permitted for that the surpose and the surface are condition of the remises, or to inquire into the validity of the simulatures or the 11. Trustee or the holders of the note shall have the ght 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, locatio, exist tore are condition of the premises, of to to did not include the condition of the premises. The condition of the signatures of the identity, capacity, or authority of the signatures on the time to the deed, not shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor misconduct or that of the agents or employees of Trustee, and or impressed may be consistent to the forever civing any power herein given. 13. Trustee shall release this trust deed and the lien thereof by a down in require indemnities statisfactory to the fore exercising any power herein given. 13. Trustee shall release this trust deed and the lien thereof by a down in the condition of satisfactory of the condition of satisfactory expected in the presentation of the presentation of the condition of the condition of the presentation of the condition of the presentation of the condition of the presentation of the presentation of the condition of the presentation of the presentati Identification No. 5429.30 CHICAGO TITLE AND THUST COMPANY, 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 MAIL TO: FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE Edward E. Reda 175 W. Jackson Blvd. Chicago, Illinois 60604 PLACE IN RECORDER'S OFFICE BOX NUMBER 5