UNOFFICIAL COPY

Ally & Clare 1971 JUL 1 PM 1 10 21 531 489 JUL-1-71 25 Fing ABOVE Space 74 Recorder Sust Only Rec 5.10 THIS INDENTURE, made June 25

Maurnice Thuesdee, his wife 19 71, between Lloyd Thuesdee and herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to EXECUTE Bank of Lincolnwood mise to pay the principal sum of SEVEN THOUSAND FIFTY-NINE AND 60/100country between all principal communing from time for the following the principal community of the control of t 117.66 to be payable in installments as follows:
on . 16th day of August 19 71, and Dollars or c at per annum, and all such payments being made payable at at the election of the said place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the egal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once one are parable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordate on the tetrems thereof or in case default shall occur and continue for three stays in the performance of any other agreement contained in this Tru. Deed which event election may be made at any time after the expiration of said three days, without notice), and that all parties therefor severally we re p sentement for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to cau the payment of the said principal sum of money and interest in accordance with the terms, provisions and iministations of the above ment one anote and of this Trust Deed, and the performance of the covennuts and agreements herein contained, by the Mortgagors to be performed, are also in consideration of the sum of one Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CANVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and in the sum of t The South 30 feet of the North 119.7 feet of Block 2 in Brockway Addition to outh Englewood, being a subdivision of the East 50 acres of the South 2 of the West 30 acres of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of South 4 Township 37 North Range 14 East of the Third Principal Mer dia. which, with the property hereinafter described, is referred to herein as the "nemisc."

TOGETHER with all improvements, tenements, easements, and appur mances hereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (wh. h rents issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or arties a son or hereafter therein or thereon used to supply heat, each water, light, power, refrigeration and air conditioning (whether single units of each relative therein or thereon used to supply heat, each water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether parties, instor beth, stores and water heaters. All all buildings and additions and all similar or other apparatus, equipment or articles here the placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assift so, 'rever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homester. I be morting Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on prove 'the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were the set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. MI lelesseal) Maurnice Thuesdee I, the undersigned, a Notary Public in and for sai to punty in the State aforesaid, DO HEREBY CERTIFY that Lloyd Thuesdee inc. Maurnice Thuesdee, his wife personally known to me to be the same person swhose name __s cribed to the foregoing instrument, appeared before me this day in person, and acknown the cribed to the foregoing instrument as their edged that th. eY signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 1973 me Omall ADDRESS OF PROPERTY: nk of Lincolnwood THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED 4433 W. Touhy Avenue CITY AND Lincolnwood, Ill. RECORDER'S OFFICE BOX NO. OR

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 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 mechanics liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) ap 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 Trustee or to holders of the note; (5) complet within a reasonable time any building or 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 vice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note original or doublicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by tute, 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 cost of replacing or repairing the same or to pay in full the indebtendess 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 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 in case of insurance about 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 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 1 all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the not ers of the note to protect the mortgaged premises and the lien hereof, puts reasonable empensation to Trustee for each matter concerning whi 1 action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and psyable 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 c ... idered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5 1. e Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments or origing to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such to the contract of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. A tre core shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election 'the bolders of the principal note, and without notice to Mortgagors, all ungid indebtedness secured by this Trust Deed shall, notwithstanding and ting 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 in 'res', in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the inde ted as hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the n.e. Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enfor "ant of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all—enditures 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, ap raise 's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to lit ns.) 'b expended after entry of the decree of procurring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certif ates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proscute such and the reasonably necessary either to prost decree the true condition of the title to or the value of the prem es. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come and additional indebtedness secured here y and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to whice it, and it is not to evidence the premature of the process of the process whether or not actually commen. So it is proported to the premises or the security hereof, whether or not actually commen. So it is proported to the premises or the security hereof, whether or not actually commen. S
- 9. Upon or at any time after the filing of a complaint to forect. This Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or ster. Ale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard; the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appoint. So the receiver, such receiver, shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sui and an case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during a. So the receiver, would be entitled to collect such rents, issues and profits, and all other sower which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the wire of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in, art of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which ma 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 sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall us s, bject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secure 1.
- Trustee or the holders of the note shall have the right to inspect the premises at all reascnable tirdes and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor significant this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be not for any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, ad he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of sitista tory evidence that all indebtedness secured by this Trust Deed and the lien thereof by proper instrument upon presentation of sitista tory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and s. 1s request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing it at all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requised to success trustees such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purpor sign to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note a d whice purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trust e and it is never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genu. The part of the principal note described and which purports to be executed by the persons herein designated as makers thereof.
- been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. <u>Gerald Mohrbacher</u>
 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 county
 in which the premises are situated shall be second Successor in Trust hard Successor in Trust hereunder shall have the identical title, powers and
 authority as 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 Mortgagors and all persons claiming under or through 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 indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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.

| The Ins | tallment No | te mentioned | in the within | Trust 1 | Deed has been | n |
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