## **UNOFFICIAL COPY**

TRIST DEED (Blood)  TRIST ORD No. 205  1971 JUL 27 M 9 24  JUL-27-11 26 3 6 2 9 0 2.5 505 26 M A — Fac  5.1  THIS MONTHUR, most July 22, 1971 JUL 27 M 9 24  JUL-27-11 26 3 6 2 9 0 2.5 505 26 M A — Fac  5.1  THIS MONTHUR, most July 22, 1971 JUL 27 M 9 24  JUL-27-11 26 3 6 2 9 0 2.5 505 26 M A — Fac  5.1  THIS MONTHUR, most July 22, 1971 JUL 27 M 9 24  JUL-27-11 26 3 6 2 9 0 2.5 505 26 M A — Fac  5.1  R. A.L. Edden, Trustee  Description referred to as "These," winesseed: That, whereas Mortgapes, are justly indebted to the legal holder of a principal promisery one.  The Bull-27-11 July 22, 1971 July 22, 1971 July 22, 1971 July 22, 2971 July		
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are incorporated facetic by reference and hereby are made a part hereof the same as though the water set out in full and shall be binding on Mortgagors, their began successors and assigns.  Witness the hands and seals of Mortgagors the day and year-first above written.  PLEASE PRINT OR (Seal)  PRINT OR (Seal)  PRINT GOODEN  State of Illinois Classified (Seal)  State of Illinois	and truste basels and final fine	ses unto the said Trustee, its or his successor, and as igns forever for the numbers and
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois Compty of Cook  Ss. I, the undersigned, a Notary P bite in and for said County.  In the State aforesaid, DO HEREBY CERTIFY that Ream I Cook and County.  Guthria Gooden, his wife personally knows to me to be the same person. whose name a subscribed to the foregoing instrument, appeared before me this day in person ar a knowledged that they signed, sealed and delivered the said instrument as the inference of the right of homestead.  Given uner way, wife and would any and voluntary and sealed and delivered the said instrument as the inference of the right of homestead.  Given uner way, wife and would any and voluntary and voluntary and voluntary and voluntary and purposes therein set forth, including the electron waiver of the right of homestead.  ADDRESS OF PROPERTY:  8611 Aberdenn  Chiago, Illinois  The Address of Property and is not a part of this Trusty Debt of the said instrument as the inference of the right of homestead.  ADDRESS OF PROPERTY:  8611 Aberdenn  Chiago, Illinois  The Address of Property and is not a part of this Trusty Debt of this purposes only and is not a part of this Subsequent TAX BILLS TO:  OR  RECORDER'S OFFICE BOX NO.  OR  RECORDER'S OFFICE BOX NO.	This Trust Deed consists of two pages, are incorporated herein by reference and her	by expressly release and waive.  The covenants, conditions and provisions appng on page 2 (the reverse side of this Trust Deed)
PRINT OR TYPE NAME(S)  State of Illinois Clamy or Signature(s)  State of Illin	Mortgagors, their heirs, successors and assign Witness the hands and seals of Mortgag	is.  gors the day and year first above written.
TYPE NAME(S) BELOW SIGNATURE(S) STATE OF Illinois Company of the State of Illinois Company of the State aforesaid, DO HEREBY CERTIFY that Ream 1 Government and for said County.  In the State aforesaid, DO HEREBY CERTIFY that Ream 1 Government and for said County.  Guthria Gooden, his wife personally knows to me to be the same persons. whose name subscribed to the foregoing instrument, appeared before me this day in person ar schowledged that they signed, sealed and delivered the said instrument as the inference of the right of homestead.  Given und Wally Milk and strict lead, this 22rd day of fully 19 71  ADDRESS OF PROPERTY:  BELL Aberdenn  Chicago, Illinois  The ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST ONLY AND IS NOT A PART OF THIS SEND SUBSEQUENT TAX BILLS TO:  OR RECORDER'S OFFICE BOX NO.  RECORDER'S OFFICE BOX NO.	PLEASE	(San Virobod Good
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Guthrie Gooden, his wife	State of Illinois County of Cook	ss., I, the undersigned, a Notary P blic in and for said County
subscribed to the foregoing instrument, appeared before me this day in person an a knowl- ciped that they signed, sealed and delivered the said instrument as the in- free and voluntary act, for the uses and purposes therein set forth, including the set and waiver of the right of homestead.  Given use adopting another signed, this  22nd day of hilly 19 71  Commission expites Notary Public  ADDRESS OF PROPERTY: 8611 Aberdenn Company Public  Notary Public  Notary Public  ADDRESS OF PROPERTY: 8611 Aberdenn Crity AND STATE Lincolnwood, Tilinois Send Subsequent TAX BILLS TO:  OR RECORDER'S OFFICE BOX NO.  (Name)  Send Subsequent TAX BILLS TO:  (Name)		Guthrie Gooden, his wife
cdged that LIEV signed, sealed and delivered the said instrument as the infree and voluntary act, for the uses and purposes therein set forth, including the ellipse and waiver of the right of homestead.  Given uses any purposes therein set forth, including the ellipse and waiver of the right of homestead.  Given uses any purposes therein set forth, including the ellipse and waiver of the right of homestead.  ADDRESS OF PROPERTY:  B611 Aberdenn  Chicago, Tillinois  The Address of PROPERTY:  B611 Aberdenn  Chicago, Tillinois  The Mayor Address is for statistical Purposes only and is not a part of fulls  Send subsequent tax bills to:  OR RECORDER'S OFFICE BOX NO.  OR RECORDER'S OFFICE BOX NO.  (Name)	- Personal Series	subscribed to the foregoing instrument, appeared before me this day in person and thought
Given use Supplied American peak, this 22nd day of MILY 19 71  Commission explicit Notary Public Not	1 0 2 00	cdged that they signed, scaled and delivered the said instrument as the in-
Commission explainment 1997  ADDRESS OF PROPERTY:  B611 Aberdenn  Chicago, Illinois  The Asport Approxists of Property:  ADDRESS 4433 West Toulny Avenue  CITY AND STATE Lincolnwood, Illinois ZIP CODE 60646  OR RECORDER'S OFFICE BOX NO	Given under two threse and afficial seal, this	22nd (day of 1817y)
MAIL TO: ADDRESS OF PROPERTY:    Real Aberdenn	Commission expites	61 7 1919 July 1034
MAIL TO: ADDRESS 4433 West Touhv Avenue CITY AND STATE Lincolnwood, Tllinois ZIP CODE 60646  OR RECORDER'S OFFICE BOX NO	<b>~</b>	
MAIL TO: ADDRESS 4433 West Toulny Avenue Send Subsequent TAX BILLS TO: Send Subsequent TAX BILLS TO: (Name)  OR RECORDER'S OFFICE BOX NO		8611 Aberdenn
MAIL TO: ADDRESS 4433 West Toulty Avenue SEND SUBSEQUENT TAX BILLS TO: TRUST DEED SEND SUBSEQUENT TAX BILLS TO: TRUST D		Inwood THE ABOVE ADDRESS IS FOR STATISTICAL CLURPOSES ONLY AND IS NOT A PART OF THIS
OR RECORDER'S OFFICE BOX NO	ADDRESS 4433 WeSt 1	Outhy Avenue Send subsequent Tax Bills To:
OR RECORDER'S OFFICE BOX NO. (Name)	CITY AND STATE Lincolnwood, II	linoisZIP CODE 60646
(Address)		O. (Name)
		(Address)

## **UNOFFICIAL COPY**

## 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 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 not expressly subordinated to the lien benefit, due any indebtedness which may be secured by a lien or charge on the premises superior to the line hereof, and upon request exhibit safetimes evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirement 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 here under Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may be desire to request.
- 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 money sufficient either to pay the cost of replacing repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactly to the holders of the note, under insurance olicies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, in the cycle repairing the same can be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and terrabilities, to the other control of the note, and in soft insurance about to expire, shall deliver renewal noblicies not less than ten days prior to the respective days of the note, and in
- 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 recirced in Mortgagors in any form and manner deemed expedient, and may, but need not, make full to partial payments of principal or interest on
  p. or. or brances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem
  from y at sale or forefrieur affecting said premises or contest any tax or assessment. All monsy paid for any of the purposes herein authorized
  and exp hase paid or incurred in connection therewith, including reasonable attorneys; fees, and any other moneys advanced by Trustee or the
  which actic ar in authorized may be taken, shalls and the lien hereof, plus reasonable companion to Trustee for each matter concerning
  payable wit out not be and with interest thereon at the rate of seven per cent per annum. In a part of Mortgagors, and the lien to the shall never
  be considered as "wan," of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truster or 1 e holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or int 1' a validity of any tax assessment, sale, forfeiture, tax lien or title or the proof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in teprice, 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 condection of the mortgagors herein contained.
- 7. When the indebtedness hereby started hall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall be read to 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 mor nage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expel. The despenses which may be paid or incurred by on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, attained to the same and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extracted after entry of the decree) of procuring all sustees or holders of the note may deem to dittion of the till to or the value prosecute such as a first of the core of the core of the nature that the continuous of the same page to the core of the nature of the core of the core of the nature of the core of the core of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and mentional ended to the core of the nature of the core of the core of the nature of the core of the core of the nature of the core of the core of the nature of the core of the nature of the core of the nature of the nature of the core of the nature of the core of the nature of the nature of the core of the nature of the nature of the core of the nature of the nature of the core of the nature of the nature
- 8. The proceeds of any foreclosure sale of the premises shall be a supplied 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; seend, all other items which under the terms hereof constitute secured i.ebt des sa additional tactevidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as they righte now appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Tri. Dot. d, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after aller, with at notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the "number of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such eace ir. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in view of a said and a deficiency, during the full statutory such profits of the profits of the profits of the said profits of said premises during the which when Mortgagors, except for the intervention of such receiver, would be entitled to collect description of the premises during the whole 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 part of; 11) The indebtodness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be to become apperior to the lien hereof or of such decree, provided such application is made prior to foreclosure sail; (21) the deficiency in case of 2 as deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof sha . b . ub :ct 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 holders of the note shall have the right to inspect the premises at all reasonable tires are access thereto shall be per
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall T ustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lib the for any acts or omissions thereunder, except in case of his own, gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evit that all incidentees secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at a reput st of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing it is all in ebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry where a release is requested of is succes or instee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification put, g be executed by a prior trustee hereunder or which conforms in substance with the description herein on the principal note and this purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original truste. an 'ne' has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine prin has note herein described any note which may be presented and 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 makers thereof.
- 11. Trustee may resign by instrument in writing filed in the other of the Recorder or Registrar of Titles in which this instrument shall he
  been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, <u>Gerald R. 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 cou
  in which the premises are situated shall be second Successor in Trust. Any Successor in Trust thereunder shall have the identical title, powers a
  ulthority as are herein eigen Trustee. and any Trustee or sucressor shall be entitled to consorbable compensation for all lests performed because
- 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.

The Installment Note mentioned in the within Trust Deed h	as been
IMPORTANT	4.0
FOR THE PROTECTION OF BOTH THE BORROWER AND identified berewith under Identification No.	- 1
LENDER, THE NOTE SECURED BY THIS TRUST DEED	
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	
this control of the first of the	

ALEND OF THE CORDER DISCHMENT