UNOFFICIAL COPY

GEORGE E. COLES FORM No. 206 LEGAL FORMS May, 1969 SINKY R. 81578	ZI 593 963
TRUST DEED (Illinois) For use with Note Form 1448	
	294 o 21593963 u A Rec 5.00
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	The Above Space For Recorder's Use Only cen Dominic J. Sesto
THIS INDENTURE, made AUGUST 14 19 (1 between Harvey Model Thrift Plan, Inc. Walter D. Scheihing	herein referred to as "Mortgagors," and
herein referred to as "Trustee," winnesseth: That, Whereas Morigagors are justermed "Installment Note," of even date herewith, executed by Mortgagors, r Harvey Model Thrift Plan, Inc.	stly indebted to the legal holder of a principal promissory note, made payable to Bearer
and delivered, in and by which note Mortgagors promise to pay the principal su $five$	Dollars, and interest from August 14, 1971
on the balance of principal remaining from time to time unpaid at the rate of to be payable in installments as follows: Sixty five on the 14 day of Soptemberg, 71 and Sixty five	Dollars
on the 114 day of each and every month thereafter until said note is fully sooner paid, shall be due on the 114 day of September, 19	y paid, except that the final payment of principal and interest, if not
sooner paid, shall be due on the day of	to bear interest after the date for payment thereof, at the rafe of
or at such other place as the legal holder of the note may, for at the election of the legal holder thereof and without notice, the principal sum rebecome at once due and payable, at the place of payment aforcisaid, in case default or interest in accordance with the terms thereof or in case default shall occur and coi ained in this Trust Deed (in which event election may be made at any time pay res, thereto severally waive presentment for payment, notice of dishonor, pro	om time to time, in writing appoint, which note further provides that the provides the provides the provides the provides the provides that the shall occur in the payment, when due, of any installment of principal to continue for three days in the performance of any other agreement after the expiration of said three days, without notice), and that all cotest and notice of project.
NCV THEREFORE, to secure the payment of the said principal sum of it static is of the above mentioned note and of this Trust Deed, and the perf. 16. gc. o be performed, and also in consideration of the sum of One I Mortga or b these presents GONVEY and WARRANT unto the Trustee, its and all of the irradiance, right, title and interest therein, situate, lying and being CL-Y OZ TOMOWOOD COUNTY OF GOOK	money and interest in accordance with the terms, provisions and
CLUY OL Homewood COUNTY OF Cook	AND STATE OF ILLINOIS, to wit:
The Nor h half of the East half of lot 44 addition of Homewood a Subdivision of the and Thornton Pood of the South West quart North, Ramge 14 Foot of the Third Princip	at part North of the Homewood
4203870	
	600E
which, with the property hereinafter desc bed, s referred to herein as the "TOGETHER with all improvements, "" " easements, and appure	premises," enances thereto helding and all rents, issues and profits thereof for
which, with the property hereinatter does deed, a reterred to nerein as the particular to the property hereinater does deed, and appure so long and during all such times as Mortgagor may be ntitled thereto (white said real estate and not secondarily), and all tury, paratus, equipment ogas, water, light, power, refrigeration and air count mine (whether single us stricting the foregoing), screens, window shades, aw my, storm doors and with of the foregoing are declared and agreed to be a part. If the mortgaged premit the businesses of sections and all similar or other any active to general contents.	or articles now or hereafter therein of thereon used to supply heat, units or centrally controlled), and ventilation, including (without reindows, floor coverings, inador beds, stoves and water heaters. All ises whether physically attached thereto or not, and it is agreed that
an outlings and auditors and an shall be next of the mortinged promises	articles hereafter placed in the premises of morning at
TO HAVE AND TO HOLD the premises unto the sat Trustee, its orland trusts herein set forth. Tree from all rights and benefits soft and type said rights and benefits where and by yet and trusts herein set forth. Mortgagors do hereby expressly release and we were	
This and checks are the state of two pages. The covenants, cond tions and p are incorporated herein by reference and hereby are made a part hand it as successors and assigns.	
Witness the hands and seals of Mortgagors the day and year first ab ve	e ritten.
PLEASE PRINT OR TYPE NAME(S) PLEASE PRINT OR Walter D. Scheihij	ng (Seal)
BELOW SIGNATURE(S).	(Seal)
State of Illinois, County of Cook ss.	I, L. under gned, a Notary Public in and for said County,
in the State aforesaid, I Walter D	DO HEREBY CEP (F" hat Scheining
personally known to me	e to be the same person. I note lame
edged that h e sign	oing instrument, appeared be ore ethis day in person, and acknowl- ned, sealed and delivered the said instrument as his for the uses and purposes thereis set f., including the release and homestead.
Given more the smythet official seal, this 20th Commission chire une ptember XXXX 14th 19 74	day of August 771
	ADDRESS OF PROPERTY:
	/ 1535 Burr Oak Homewood, Illinois 60430
NAME Harvey Model Thrift Plan, Inc	THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO:
MAIL TO: ADDRESS XXX 223 E. 147th St.	SEND SUBSEQUENT TAX BILLS TO:
CITY AND Harvey, ill ZIP CODE 60426	J. (Name) S
OR RECORDER'S OFFICE BOX NO.	(Address)
en e	

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

- 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 repoir, 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 lieus or lieus in fault of the lieus the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics lieus or lieus for lieus to the lieus the lieus of claims for lieu not expressly boordinated to the lieu herer(s, 4) pay when due any inche discharge of such prior lieu to trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of crection 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, lewer 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 duplicate 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 said of the payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the said of the holder of the note, under insurance policies pay all of the mote and the payment 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 ready 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.
- 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 maken 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 (ess, and any other moneys advanced by Frustee 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 so 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 o-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.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do ording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-restimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof:
- Note that the control of the control
- thereir ont intents, or in case default shall occur and continue for three days in the performance of surfive days up the day element of the stortegach whereir ont intents.

 **New Semidentedness hereby secured shall be become due whether by the Jerms of the note described on page one or by acceleration or otherwise, older of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional intents of the control of the state of
- 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 large of proceedings, including all such items as are mentioned in the preceding paragraph hereoft second, all other items which under the terms he of a mistute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all princ all indicates therefore on a shrein provided; third, all princ all indicates therefore on a shrein provided third, all princ all mine and interest therefore as shrein provided; therefore the provided that the provided therefore the provided that the
- sentatives or assigns as their rights may appear.

 2. 9. Upon or at any time after the filing of a con-plaint to foreclose this Trust Deed, the Court, in which such complaint is filed may appoint a receiver of said premises. Such appointment may be r. ade eith fore or after sale, without notice, without regard to the role where yor insolvency of Mortgagors at the time of application for such receiver and without regard to the their value of the premises of t
- 10. No action for the enforcement of the lien of this Trust Deed or of any or sion 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 or hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the pre-aiser 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 premes, nor shall Trustee be obligated to recthis Trust Deed or to exercise any power herein given unless expressly obligated by the erms herein to be liable for any acts or omiss hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemensatisfactory to him before exercising any power herein given.
- satisfactory to him before exercising any power herein given.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon are that on of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and delive; a ' as hereof to and at the request of any person who shall either before or after maturity thereof, piduce and exhibit to Trustee the print are a reposed of a successor trustee has seen paid, which representation to the print and the print of the property secured has been paid, which representation to the print of the print of the successor trustee has accept as three whole the print of the printing to be executed by a prior trustee herein a secretion of the printing to be executed by a prior trustee herein the printing to be printed to be executed by the period printing to be executed by the period prior to be executed as the makers thereof, and where the release is request 1 of the original trustee and he has not been described any tote which may be presented and which conforms in substance with the described any of the principal note and which purports to be executed by the period designated as the makers thereof, and where the reline herein, he may ac cp as the genuine principal note herein described any tote which may be presented and which conforms in substance with the description here it contained of the principal 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 Registrat of Titles in which this property is a substance of the principal of the principal or the principal of the principal or the principal
 - 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 the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical fuer were and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts perform a hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or "... uph Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the property of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
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.

he Installment Note mentio	ned in the within	Trust Dec	d has	
entified herewith under Iden	tification No		<u> 1861 - 1</u>	
emined herewith dider for				
<u>grantski programa i p</u>				
	Trustee			

END OF RECORDED DOCUMENT