## **UNOFFICIAL COPY**

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TRUST DEED

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1971 SEP. 3 AM 9 33

SEP--3-71 290806 • 21609342 4 A -- Res

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

September 1,

1971 , between

Morris Linderman and Anne Linderman, His Wife

herein referred to as "Mortgagors", and Warris Warris

KAN THEM HOLD HOUSE HOSTINGS TO SHEET WITH THE PROPERTY OF THE THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter desc. D. d, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Eleven 1 c is and Three Hundred Fifty and 80/100 (\$11,350.80)

Dollar evidenced by or certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF EMARKE. THE HARRIS MORTGAGE LOAN CORP.6029 W. Irving Park Road, Chgo., Il1 and delivered, it ard by which said Note the Mortgagors promise to pay the said principal sum in instalments and delivered.

One Hundred Fighty-nine and 18/100 (\$189.18) on the One Hundred Eighty-nine and 18/100

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(\$189,18)

Dollars

10th day of each month thereafter, the man day of Sept. 1976, with interest the man man and the balance due on the 1st day of Sept. 1976, with interest the man man man and the balance due on the 1st day of Sept. 1976, with interest the man and the balance due on the 1st day of Sept. 1976, with interest the man and the balance due on the 1st day of Sept. on the with a final payment of the balance due on the

1st day of Sept.

STREET THE PROPERTY OF STREET STREET STREET, STREET STREET, ST

medicate and an experimental and interest being n ade plyable at such banking house or trust company in Chicago

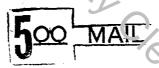
Illinois, as the holders of the note may, from the time, in writing appoint, and in absence of such appointment, then at the office of Harris Mortgare Loan Corp.

Now THERFORE the Mortgare to secure the payment of the principal sum of money and said interest in accordance with the terms, proving ment, then at the office of Harris Mortgare Loan Corp.

NOW THEREFORE, the Mortgagors to secure the payment of the even its ord agreements herein contained and limitations of this trust deed, and the performance of the even its ord agreements herein contained to the country of the even its ord agreements herein contained to the even its ord agreements herein conta

City of Chicago Cook

Lot Fourteen (14) in Block Four (4) in Thomas J. Grady's Sixth Green Briar Addition to North Edgewater a Subdivision of the North East Quarter (1) of the North West Quarter (1) of Section One (1), Township Forty (40) North, Range Trirteen (13), East of the Third Principal Meridian in Page 1 of the Third Principal Meridian, in Cook County, Illinois.



This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverside of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns

WITNESS the hand... and seal s... of Mortgagors the day and year first above written.

the undersigned

Morris Linderman and Anne Linderman, His Wife

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

Mortgagers shall lit promptly repair restore or rebuild any boundings or major selecting now or hereafter on the premises which may become damped on the described. As the shall write and the promptly of the described of the de

aged or be destroyed. (d. keep said utermises in good condition and repair without water and free from mechanics or other beam or may become dame expressly submitmisted in the liten hereoft. (d. pas when die any indebtedness which may be expresd by a lien or charge on the premisers for him tien bereaft and upon request exhibit satisfactory evidence of the discharge of such jour ien to Fristee or to holders of the note; (d) comply retained to the reasonable time any building or buildings now or at any time in process of exection upon add premises; (d) comply with all requirements of time on minicipal ordinances with respect to the premises and the use thereoft, (d) make no material affections in said premises except as required by law or municipal ordinance.

2. Mortgagers shall pay before any penalty attaches all general taxes and shall pay special laxes, special assessments, waser 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 deplicate receipts therefor. To prevent default hereunder Mortgagers shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagers may desire to contest.

3 Mortgagors shall keep sit buildings and Improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the ususmance companies of moneys under policies to pay the cost of replacing or repairing th same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the mite, under insurance policies payable, in case oless or damage, to Trustee for lithe benefit of the holders of the note, such rights to be evidence 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 on the destruction.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of hortgagors 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 lies or other prior item on title or claim thereof, or redeem from any tax sale or foreigning and permises 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 attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortaged premises and, the lies herein, pix reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default thereunder on the part of Mortgagors.

5 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of on tax, assessment, sale, forfeiture, tax lies or title or claim thereof

6. Mortgar is shill pay each item of indebtedness herein mentioned, both principal and interest when due according to the terms hereof. At the option of the lobe is if the note, and without notice to Mortgagors, all unpaid indebtedness curred by this Trust Deed shall, notwithstanding anything in the note or in the. Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement, of the Mortgagors herefin contair d.

1. When the hideb dn is hereby secured shall become due whether by acceleration or otherwise, holders of the note of Trustee shall have the right to forcelose the len hereof, there shall be allowed and unbidded as additional indebtedness in the decree for sale all expenditure, an expensive process the len hereof, there shall be allowed and unbidded as additional indebtedness in the decree for sale all expenditure, an expensive process are standard to the process of the note for attorneys fees. Trustees for sale all expenditure, and expensive process of the note for attorneys fees. Trustees the sale and the process of the note for attorneys fees. Trustees the sale and expensive process of the note in the note in the process of the note in the note in the process of the note in the note in the note in the process of the note in th

8. The proceeds of any foreclosure sale 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 tends to the costs are the proceedings and interest tends to the proceeding paragraph hereof; second, all other the proceedings and interest remaining unpaid in the note, fourth, any overplus to Mortgagers, their heirs, legal representatives or assigns, as their rights may above.

9. Upon or at any time after the filing of a bit, to section this time deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or set saie, without notice, without replace to the vibroup of interesting or as the time of application for such receiver and without regard to the the such as the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver such as the receiver whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver such as the rent is issues and profits of said premises during the bendency of such foreclosure suit and, in case of a sale, and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortagors, exception the intervention of such receiver, would be entitled to collect such rents; issues and profits, and all other powers which may be not as a same of the such as the such

10. No action for the enforcement of the lien or of any provision, erec. of all 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 holders of the note shall have the right to inspect the prepared at all presumable times and access thereto shall be permitted for

12. Trustee has no duty to examine the illie, location, existence, or condition of the centises nor shall Trustee be obligated to record this trusteed or to exercise any power herein given unless expressly obligated by the terms herein from the condition of the centile trustees and the condition of the trustees and the condition of that of the agents or employees of Trustee, and it may require indemntities satisfactory to it below the condition of the condition

14. Trustee may resign by unstrument in writing filed in the office of the Recorder or Registrar of fills in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of D det if the country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, nowe and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reaconable compensation for all acts performed the result.

15 This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons clashing under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons lightly for the payment of the indebtedness or an

FOR THE PROTECTION OF OUT THE BORROWER AND LENDER.
THE NOTE SECURED BY THIS THUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY. TRUSTEE.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

CHICAGO TITLE AND TRUST COMPANY, as Trustee.

Assistant Secretary
Assistant Vice Presiden

D E	NAME	HARRIS MURTGAZE LOAN CORP.
L	STREET	buzy W. IRVING PARK RD
V E	CITY	- CHICAGO 34, ILLINOIS
R Y	INSTRUCTIONS	OR .

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE Form, 134

