UNOFFICIAL COPY

FORM No. 206 May, 1969

GEORGE E. COLE®

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TRUST DEED (Illinois)	01A CO1 12 POPIO TO		
For use with Note Form 1448 (Monthly payments including interest)	DCT-12-71 3 2 0 =	993 • 21600000 + A Rec	
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THIS INDENTURE, made _ Septem	ber 27 19 71, between	Edward J. Scanlon and Dolores	
M. Scanlon, his wife		herein referred to as "M	lortgagors," and
	George J. Harris		
herein referred to as "Trustee," witnesseth	h: That, Whereas Mortgagors are justly	indebted to the legal holder of a principal pa de payable to Bearer	romissory note,
termed "installment Note," of even date	herewith, executed by Mortgagors, mad	de payable to Bearer	
and delivered, in and by which note Mortg	gagors promise to pay the principal sum	of FIVE THOUSAND FIVE HUNDRED T	TWENTY,
		Dollars, and interest xfxxxxx pre compu	
		such principal such principal st	
15 de payable in installments as follows:	10.71 ONE HUNDRED	NO/100FIFTEEN AND NO/100	Dollars
		aid, except that the final payment of principal and	
		all such payments on account of the indebte	
		cipal balance and the remainder to principal; the	
of said instal ments constituting principal	l, to the extent not paid when due, to	bear interest after the date for payment thereof	, at the rate of
1.5476 er ce per annum, and all such	h payments being made payable at .GEOI	FREY ACCEPTANCE CORP., 3717 N. (CICERO AVE.
Chicago, Il . or at such other place :	as the legal holder of the note may, from	time to time, in writing appoint, which note furth	her provides that
become at once one and bayable, at the place	me wanour nouce, the principal sum rem: ce of payment aforesaid, in case default sh:	time to time, in writing appoint, which note furth sining unpaid thereon, together with accrued inter- all occur in the payment, when due, of any installi-	nent of principal
or interest in accordance with the terms the	ereof or in case default shall occur and co	ontinue for three days in the performance of any	other agreement
parties thereto severally waite presentmen	em election may be made at any time att it for payment, notice of dishonor, prote-	ontinue for three days in the performance of any er the expiration of said three days, without notice st and notice of protest.	ce), and that all
NOW THEREPORE to the re-	navment of the said principal sum of me	sney and interest in accordance with the terms	provisions and
limitations of the above me tions note	and of this Trust Deed, and the perform	nance of the covenants and agreements herein of lar in hand paid, the receipt whereof is hereb- his successors and assigns, the following descri- the AND STATE OF IL	ontained, by the
Mortgagors by these presents ON VEY's	and WARRANT unto the Trustee, its or	his successors and assigns, the following descri	bed Real Estate,
and all of their estate, right, title in inte	erest therein, situate, lying and being in	the	
CITI OF CHICA	COUNTY OF COOK	AND STATE OF IL	LINOIS, to wit:
			- 1
Lot 4 in Block 2 in Bates	Sodavision of the South 1	of Block 26 of Canal Trustees	Subdivision
of Section 33, Township 39	North, Range 14, East of	the Third Principal Meridian in	Cook
County, Illinois.			
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		MA OOM	
			2 Estat
	cribed is referred to be s the "pre-		
which, with the property hereinafter des	c tenements essement and appurtance	mises,"	robic thornof for
 which, with the property hereinafter designed. TOGETHER with all improvements so long and during all such times as Moreover. 	s, tenements, easements, nd appurtenant rigagors may be entitled thereto	mises," nees thereto belonging, and all rents, issues and prents, issues and profits are pledged primarily and	orofits thereof for I on a parity with
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which, with the property hereinafter des- TOGETHER with all improvements so long and during all such times as Mot said real estate and not secondarily), an gas, water, light, power, refrigeration ar stricting the foregoing), screens, window	s, tenements, easements, and appurtenar rigagors may be entitled thereto and all fixtures, apparatus, equipment of and air conditioning (whether single unit shades, awnings, storm doors and winde	mises, recess thereto belonging, and all rents, issues and prents, issues and profits are pleaged primarily and riticles now or hereafter therein or thereon uses or centrally controlled), and ventilation, inclusing, mader beds, stoves and was, floor coverings, inador beds, stoves and was, floor coverings, inador beds, stoves and was.	orofits thereof for l on a parity with d to supply heat, ding (without re- ater heaters. All
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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 mechanic's liens or liens in favor of the United States or other liens or claims for lien to expressly subordinated to the lien hereof; (4) pay 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) complete within a reasonable time any 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 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 hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, 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 indebtences 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 all policies, including additional and renewal policies to describe the policies of the note and in the respective dates of expiration.
- case of unsurance 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 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 putposes herein authorized and all express paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee 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 a men in the in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with a 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 considered a "a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

 5. The true was the statement of the note shall never a summent has a summent and the part of the note shall never the more and the part 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.
- 5. The free or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any ill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimat or at the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors have according to the terms hereof.

 At the election of .n. be .de of the principal note, and without notice to Mortgagors, all uppaid indebtedness secured by this Trust Deed shall, not withstanding anything . the principal note in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, o in use default shall occur and continue for three days in the performance of any other agreement of the Mortgagors all the performance of any other agreement of the Mortgagors herein contained.
- or therein contained.

 7. When the indebtedness been secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of true ce shall have 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 no gage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional included as additional included as additional included as to items and expenses which may be paid or incred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's from outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be exp inded after entry of the decree) of procuring all such abstracts of title, fille searches and examinations, guarantee policies, Torrens certified es, no mailar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute and suit or to evidence to bidders at any subtracts of title, fille searches and examinations guarantee policies, Torrens certified es, no mailar data and assurances with respect to title as Trustee or holders of the note may deem to difficult of the title to or the value of the premiss. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall becomes of much additional indebtedness secured here an immediately due and payable, with interest thereon at the rate of seven per cent per to prove the control of the premiss of the secured of the premiss of the secured of the premiss of the secured of the premiss of the defense of any suit for the foreclosure hereof after accrual of such ight to foreclose whether or not actually commenced to recommencement of the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises all the distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, in the distributed and applied in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure; and btedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest renaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose t is Tru: Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after saie, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without reg -d o 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 appointed as under receiver, Such receiver shall have power to collect the rents, sissues and profits of said premises during the pendency of such foreclosure sui and in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during an arriver when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other ower which may be necessary or are usual in such cases for the profit of the state of the profit of the state of the profit of the premises during an appoint and the profit of the premises during an appoint of the court from time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or accome superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in cay of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision her of hall 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 premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duly to examine the title, location, existence, or condition of the premises, the shall trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truster and he may require indemnities satisfactory 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 presentation of satifactor, evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to a did the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, represe at a time, all indebtedness hereby secured has been paid, which representation Trustee may accept as true without indirty. Where a release is request 4 of as successor trustee, such successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification pt. parting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal to a. and which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuir. parting note herein described any note which may be presented and which conforms in substance with the description herein contained of ne pri cipal note herein described accept as the genuir. parting the described herein, he may accept as the genuir parting and the property of the presented and which conforms in substance with the description herein contained of ne pri cipal 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 Registrar of Titles in which this instrument. All we been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. Leah N. Harris 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 court in which the premises are situated shall be second Successor in Trust. Any Successor in Trust and in 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 the indebtedness or any part thereof, whether one such describes the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT The Installment Not

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.

identifie	I herewith s	inder Idei	tification N	io.		
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			Trustee		 	

END OF RECORDED DOCUMENT