## **UNOFFICIAL COPY**

TRUST DEED (HUNDER)  The Above Space For Recorder's Use Only  This Indentities, and the Long and	may, 1505	TECO FOR RECORD	21, 722, 929	RECORDER OF DEEDS	
The Above Space for Recorder's Use Only  THIS INDENTURE, made November 18.  19.71, between Margaret M. Franke, A Widow herein referred to as Trustes, "timesteen the state of the property of the property of the data of the control of the property of the data of t	TRUST DEED (Illinois)	May 24 '71 12 25 PM	LI, ILL JLJ		
THIS INDENTURE, made November 18  19.71, between Margaret M. Franke, A Midow berein referred to as "Mortgagors," and berein referred to as "Thortgagors," and the strength of the state of the legal holder of a principal promissory note, termed "installment Note," of even date herewish, executed by Mortgagors, made payable to Beaser and delivered, in and by which nave Martgagors remits to pay the principal sum of Three Thorus Band Four Humbred, Egytty (33, 44.04.40)  **ODIODIOMOCOPOSICOMOCOROGOMOCOROGOMO A Dollars, and interest from data.  **ODIODIOMOCOPOSICOMOCOROGOMOC	(Monthly payments including interest)	10 C1 11 12 25 In		217229	29
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Bank of Commerce in Berkeley  herein referred to as "Trustes," witesseth: That, Wherean Mortagoers are justly indebted to the legal holder of a principal promisory note, remed "installment Nat." of even date herewith, executed by Mortagoers, made payable to Bearer  and delivered, in and by which note Mortagoers promise to pay the principal sum of PINTEE THOUSAND THURSDAY (\$3,440.4.0)  Dollars, and interest from Gatte 40/100%  (\$3,440.4.0.1)  Dollars and interest in installments as follows: Dollar Mortagoers promise to pay the principal sum of PINTEE \$25/100 Dollars on the 20.10 asy of Dollars (Dollars) and the payable to Bearer and the Bearer and the payable to Bearer and the payable to Bearer and the Bearer and the payable to Bearer and the Bearer	THIS INDENTIFE made Novemb	er 18 19 71. 1	· · ·		
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to be payable in installments as follows: One Hundred Forty-Three & 35/100 Dollars on the	(# <del>5,440,40)</del>		Dollars, and interes	t from cucios	
on the Day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, still be due on the 20th day of AOVember 19.12; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unput the unpud principal shaince and the remainder to principal and interest, if not sooner paid, still be due on the 20th day of AOVember 19.12; all such payments on account of the indebtedness evidenced by said note to be applied first to account of the indebtedness evidenced by said note to be applied first to account of the indebtedness evidenced by said note to be applied first to the care of the	to be payable in installments as follows:	One Hundred Forty-	-Three & 35/100 -		Dollars
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The detailing of a la such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that become at one does and a valid the promon of the provided	8 per cent er annum, and all such	, to the extent not paid when to payments being made payable a	Bank of Commerce	e in Berkeley	rate of
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Lot 17 in block 2 ir Ve ddley and Company's Berkeley Gardens being a Sub'ivision of part of the North East quarter lying North of the Company's Berkeley Road of Section 7, Towns'in 39 North, Range 12, East of the Third Principal Merilian, in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the premises.  TOGETHER with all improvements, tenements, casements, an appuleanances hereto belonging, and all rents, issues and profits thereof for the Third Principal Merilian, in Cook County, Illinois.  which, with the property hereinafter described, is referred to herein as the premises.  TOGETHER with all improvements, tenements, casements, an appuleanances hereto belonging, and all rents, issues and profits thereof for the top of t	NOW THEREFORE, to cur, the	payment of the said principal sun	n of money and interest in acc	ordance with the terms, provisi	ions and
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TO HAVE AND TO HOLD the premises unto the said Trustee, its or his we case its and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the H mestead Exemption 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 upp aring on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though any were here 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.  PLEASE PRINT OR MARIES) BELOW SIGNATURE(S) BELOW SIGNATURE(S) BELOW SIGNATURE(S)  In the State aforesaid, DO HEREBY CERTIFY that MARE, PERT FEARME  AWI DOW  personally known to me to be the same person, whose mane subscribed to the foregoing instrument, appeared before me this day in persor and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my, hand who official seal, this free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  ADDRESS OF PROPERTY:  1.237. Trying Avenue					65 65
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TO HAVE AND TO HOLD the premises unto the said Trustee, its or his we case its and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the H mestead Exemption 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 upp aring on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though any were here 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.  PLEASE PRINT OR MARIES) BELOW SIGNATURE(S) BELOW SIGNATURE(S) BELOW SIGNATURE(S)  In the State aforesaid, DO HEREBY CERTIFY that MARE, PERT FEARME  AWI DOW  personally known to me to be the same person, whose mane subscribed to the foregoing instrument, appeared before me this day in persor and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my, hand who official seal, this free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  ADDRESS OF PROPERTY:  1.237. Trying Avenue	of the foregoing are declared and agreed all buildings and additions and all simil	ar or other apparatus, equipment	or a ticle, bereafter placed in t	he premises by Mortgagors or	their suc-
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State of Illinaturitilities of Day ss., I, the undersigned, a Ne ary Public in and for said County, in the State aforesaid, DO HERBY CERTIFY that DAR SET FRANKE, A WI DOW personally known to me to be the same person. whose time subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, scaled and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, includin, the release and waiver of the right of homestead.  Given under my, hand this official seal, this Commission expires 44 ADDRESS OF PROPERTY:  1237. Trying Avenue	PRINT OR TYPE NAME(S)		Mar <i>g</i>	Let M. Franke	
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## 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 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 ot expressly subordinated to the lien hereif; (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 indebtedness secured hereby, all in companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies suifactory 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 insurar. about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In an 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 encumbrane. It any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax se or efeture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses p id o incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the not to for ct 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 notic and this interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waive, of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the colours of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or stimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each iter to 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 the principal 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 case default shall occur in and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

  7. When the indebtedness hereby secured 'all 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 have the 'ght', foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In 'a suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and c penses which may be paid or incured by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays it. To mentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after et 'up' i'th decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar dane districts of the respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence; a test of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby 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 on a cetion with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party when as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commercement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations if i'the distributed and a will for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations if i'the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and a piled in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such item; are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness audit onal to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid; aurit, 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 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 after sale, without notice, vithout regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value (it is premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a "fedency, during the full statutory period for redemption, whether there he redemption of not, as well as during any further times when Mogago, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be applicated to collect such rents, issues and profits, and all other powers which said productions to the profit of the profits and all other powers which said product to management and peraltion of the premises during the whole said product to make the profit of the profits and the profits of the profits and profits and profits of the profits of the profits and profits of the profits of the profits and profits of the profits
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defuse which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and acce s thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be only ated 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 one hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemn ties 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 satisfactory evidence that all the debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request it any person who shall either before or after maturity, thereof, produce and exhibit to Trustee the principal note, representing that all indebted ess hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which ears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal 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 hap 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.
- and which purports to be executed by the persons include the persons included 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 Deeds of the county in which the premises are situated shall be second Successor in Trust. Any 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.

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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. 600-1599-200

end of recorded document