## **UNOFFICIAL COPY**

FORM No. 206 May, 1969 Aldrey of Olan 971 DEC 27 PM 12 19 TRUST DEED (Illinois) For use with Note Form 1448 thly payments including interesti DEC-27-71 370600 • 21752575 • A - Rec 5.10 21 758 576 The Above Space For Recorder's Use Only , between Idella Jones THIS INDENTURE, made \_ Dec. 11, Raymond Clifford, Trustee and Daniel J. Campion, Successor Trustee herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beater and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand Four Hundred Thirty Nine and 62/100 Dollars, and interest from on the balance of principal remaining from time to time unpaid at the rate of to be ayable in installments as follows: Seventy Four and no/100 per cent per annum, such principal sum and interest Dollars to be ayable in installing as 1000-100 on the 5th day of Feb. 19 72, and Seventy Four and notice is fully paid, except that the final payment of principal and interest, if not not 5th day of 5th day sooner paid has be due on the 5th day of Jan., 19 72.; all such payments on account of the indebtedness evidenced by said not to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said instance is contituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of or a sw. other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the "sw." other place of a without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable. "the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with ne te ms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed, in "in" event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive pressument for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE to secure the smith of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned not and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Morrgagors to be performed, and also n consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Morrgagors by these presents CONVEY: W. "RANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest there n, situate, lying and being in the City of Chicago Cook \_ AND STATE OF ILLINOIS, to wit: Lot 32 (ex. S. 6 ft.) & S. 16 ft. v. Lot 33 in Hart and Frank's Subdivision of  $N_{4}^{1}$  of  $SE_{4}^{1}$  of  $NE_{4}^{1}$  of Section 20, Township  $\mathcal{C}^{0}$  North, Range 14. which, with the property hereinafter described, is referred to herein as the "prem" es."

TOGETHER with all improvements, tenements, easements, and appurtenances there to belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, is use and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or article—town enterafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally c\_tron\_d), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor comes, it does beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether phys, ally attac ded thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter pu. 1 the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises undo the said Trustee, its or his successors and assigns, or we, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Excentor—awo 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 appearing on page 2 (the mortgagors) are made a part hereof the same as though they were here set or 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. Sella PLEASE PRINT OR TYPE NAME(S) Idella Jones BELOW SIGNATURE(S) (Seal) I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Idella Jones NOTANI personally known to me to be the same person. \_ whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowlmuch My Commission Expires August 26, 1978 ADDRESS OF PROPERTY: 6541 S. Green St. Chicago, Illinois DREXEL NATIONAL BANK THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED. 3401 South King Drive

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO:

ADDRESS

CITY AND

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RECORDER'S OFFICE BOX NO.

- 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 not expray 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) complet 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 of 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 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 an enewal 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.
- 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 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 nor other prior lies no rittle or claim thereof, or redeem om any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized of all expenses paid or incurred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the hold rs of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning whi or attion herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and pays be without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the onte shall never be used to an awaiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Ti istee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to the securacy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state to restimate or it is the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgage is still pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the act is so the principal note, and without notice to Mortgagors, all unplaid indebtedness secured by this Trust Deed shall, notwithstanding are man 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 an edefault shall occur and continue for three days in the performance of any other agreement of the Mortgagors beginning the principal or interest, or in a media default shall occur and continue for three days in the performance of any other agreement of the Mortgagors beginning the principal or interest.
- 7. When the indebtedness here by secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or instea 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 mor age with 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 of the conditur and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraise 's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to we're, mod after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. To Torrens certificates and imiliar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute subject to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. A add tion all the expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured he abstract of the status of the nature in this paragraph mentioned shall become so much additional indebtedness of the security of the mentioned shall become so much additional indebtedness for the security of the status of the status of the nature in this paragraph mentioned shall become so much additional indebtedness secured he abstract of the status of the nature in this paragraph and mentioned shall become so much additional indebtedness feet or holders of the status of the nature of
- 8. The proceeds of any foreclosure sale of the premises shan or ust, buted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, incl. ling; I such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured in "Jor. news additional to the videnced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remain us uf aid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear. sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Feet, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sal, we must notice, without regard to the solveney or insolvency of Mortgagors at the time of application for such receiver and without regard to the nen-falle 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 receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and such as a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times. except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers who have no necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the who, of said priod. 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: 1. The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or be any such certor to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and to its incompliant to the solvent of the sale which have been a secured hereby, or by any
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision 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 note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times: ad access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trus > e 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 sometiments of his own going snegligence or misconduct or that of the agents or employees of Trustee, and he may squire i demnities 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 'are' indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in' bte' ness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor, us such successor trustee may accept as the genuine note herein described any note which bears a crifficate 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 here executed as excluded 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 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 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 prote memories in the winter re-	31 Deed mas be
identified herewith under Identification No.	
Trustee	

END OF RECORDED DOCUMENT