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- July 71 9 10

JAN-17-72 379576 • 2177177 W A -- 713

		January 6		19 72 h	tween Robert		der's Use Only		011000	
HIS INDENT	ΓURE, made	Pullul y				L. Steven	s and Dona	a Sue St	evens	
	H:	is Wife Jtl	у		ome R Thoma		_herein referred			and
rein referred rmed "Install	to as "Truste iment Note,"	e," witnesseth: of even date he	That, Whereas M rewith, executed b	ortgagors are	justly indebted	to the legal	holder of a pr	incipal pron	nissory	note,
nd 40/100	()	~~~~~~~~	ors promise to pay		Dalla	re and interes	et from			
the balance	of principal r	emaining from t	One Hundr	id at the rate	of	per cent per	annum, such p	rincipal sum	and int	erest
be payable	in installment	is as follows: arch	One Hundr	ne Hundr	ed One and	60/100			Do	ollars ollars
n the	aday of each	and every mon	th thereafter until	said note is	fully paid, except	that the final	payment of pri	ncipal and in	iterest, i	f not
said note to	o be a plied fi	irst to acerued au	ay of <u>Feb</u> nd unpaid interest  o the extent not  ayments being made	on the unpa	id principal bala:	nce and the res	mainder to prin	cipal; the po	rtion of	each
the election ecome at once r interest in a ontained in th	of the legal of the legal of the legal of the legal of the due and paya occordance with this Trust Deed	ot, er place as t dder thereof and the place of the place of the place of the place of the place of the place of the place of	he legal holder of without notice, the fragment aforesai of or in case defau election may be π payment, notice	the note may e principal su id, in case def ilt shall occur nade at any ti	r, from time to ti im remaining unp ault shall occur it and continue for ime after the exp	me, in writing aid thereon, to the payment, three days in iration of said	appoint, which gether with accr when due, of a the performant	note further rued interest ny installmen re of any oth	provides thereon, it of prin	s that shall ncipal ment at all
NOW TH mitations of fortgagors to fortgagors by nd all of thei	IEREFORE, to the above me be performed these present ir estate, right	o secure the pay ntioned not are d, and also in c s CONVEY and	nent of the said p of this Trust De conderation of the WARRANT unto st the conderation situate,	principal sum ed, and the se sum of O o the Trustee	of money and performance of ne Dollar in har , its or his succe	interest in acc the covenants ad paid, the r	and agreements eccipt whereof	herein cont is hereby a	ained, b cknowle	y the deed.
Bric	igeview		, COU VT' O		Cook		AND STAT	E OF ILLI	NOIS, to	wit:
Lot 2	24 in Cer issioners	mak's Harle Partition	em and 80 th of the N	Street Street Street	Subdivision ction 36, T	of Lot " ownship 3	'H" in Supe 38 North, I	erior Co Range 12	urt	,
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			bed, is referred to			o belonging, a	and all rents, iss	ues and prof	its there	of for
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## UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE  $\bigcirc$  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 mechanics liens or liens in favor of the United States or other liens or claims for lien not express yubordinated 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 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 satisfactory to the holders of the note, under insurance policies 'ayable, 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, lau' to be attached to each nolicy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in car of ins rance about to expire, shall deliver renewal policies into the standard mortgage.
- 4. In ase of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of stortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encum can exit any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any it is sail or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expose prior or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the nice to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action his in a thorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without these and with interest thereon at the rate of seven per cent per annum. Insortion of Trustee or holders of the note shall never be considered as a with a contraction of the part of Mortgagors.
- 5. The Trustee or the lollers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, later at or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- ment or estimate or into the y and y or any tax, assessment, sale, forestine, tax acts of the content of the content of the holders of the ment of 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 and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in case details in 10 and and continue for three days in the performance of any other agreement of the Morgagors.

  7. When the indebtedness hereby see, ed shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustees shall have me r. ht to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures in despenses which may be paid or incurred yor on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, out, we for "examentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended aft r en y of the decree of procuring also habstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similir dat, and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or r. w. or not bolders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, In additior all r ope ditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in m. air y due and payable, with the rest thereon at the rate of seven per cent 'per annum, when paid or incurred by Trustee or holders of the note it extincts the probate and bankrupterly proceedings, to which either of them shall be a party, either as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness become the rest of the proposed and bankrupterly proceedings, to which either of them shall be a party, either as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness here or not actually commenced.

  8. The proceeds of any foreclosure sale of the premises able to the commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be dist. "bried and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all sural items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedn is as divional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest-remaining utrando ourth, 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 Dead, "i.e.C. urt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without niter without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value or 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, and 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 deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times. Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be received as a large of the protection, control, management and operation of the premises during the whole 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 indebte ness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior 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 which are the first head of the control of
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject (c ar ) 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 duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by 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 a ts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may squire indemnities satisfactory to him before exercising any power herein given.
- 31. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence 1 at all adbetedness secured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence 1 at all adbetedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requisit of a yerson who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in childer is hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor, such successor trustee may accept as the genuine note herein described any note which bears 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 rease 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 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 organics, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of 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	beer
identified herewith under Identification No			

'END OF RECORDED DOCUMENT