UNOFFICIAL COPY

	May, 1969	n.	Box 491	Loan #4862-9	
		672 FEB 14 . AM	11: 31 m	CONTRACTOR OF THE PARTY OF THE	arte de la companya d
:TRU	ST DEED (Illinois)	1972 FEB 14 - AM	11 01		
(Monthly p	se with Note Form 1448 ayments including interest)	FE0-14-72 3	95565 0 2189	25723 - A Rec	5.00
0.1	005 700				7.00
21	805 788	1	The Above Space For F		
THIS INDENT	URE, made Decembe	r 21, 19 ⁷¹ 1	Walter Theu	s and Bessie Theus,	his wife,
	<u>er i jan kalanta da kalan</u>			herein referred to as "Mo	ortgagors," and
	es O. Peter			28 C Mar 20 C C C C	
te med "Installn	to as "Trustee," witnesset nent Note," of even date	h: That, Whereas Mortgagors as herewith, executed by Mortgago	e justly indebted to the I ors, made payable to Rec	egal holder of axpringipalxpro max the order of Gol	omissory note, Ldblatt
Boos, Inc	. and endorsed t	o Uptown Federal Savi	ngs and Loan Asso	ciation of Chicago	TF-4
and lelivered, in	and by which note Mort	gagors promise to pay the princip	aksum of Four Thous	and Four Hundred Thi	rty Three
		(\$4,433.48) шиние компис пирожкими ка			
to be ayr is i	n installments as follows:	Seventy Three and 90	/100		Dollars
on the 21s	day of February	, 19 72 , and Seventy	Three and 90/100-		Dollars
on theS	da of each and every n	nonth thereafter until said note is day of February	fully paid, except that the	final payment of principal and	interest, if not
MAKE MAKE MAKE MAKE	BENEFIT TO SEE THE TRANSPORT OF THE PROPERTY O	EXAMENIE PROPERTY OF STREET STREET	HA HMACIPAK HMACK XXXXX	PREAKURANTE CAR RELECTOR HOUSE	SOLEGO CONTROL SOUR
DUKKRIKRIKAKK	enimoingcront val, rockwing	l x ux thexestruk xust; paisk xyben x h payments being made payable a	dense characteristic markets and the contract of the contract	the state store payment thereof.	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Chicago	or at s other place	as the legal holder of the note ma	y, from time to time, in wr	iting appoint, which note further	er provides that
at the election of become at once	t the legal holder thereof a due and payable, a the blac	as the legal holder of the note ma und without notice, the <u>properates</u> ; co of payment aforesaid, in case de of or in case default shall occu- nt election may be made at any int for payment, notice of dishono	am remaining unpaid thereof fault shall occur in the payr	on Ausekher with received interest ment, when due, of any installm	ent of principal
contained in thi	cordance with the term the S Trust Deed (in this is	of or in case default shall occur at election may be made at any	r and continue for three da time after the expiration of	ays in the performance of any of said three days, without notice	ther agreement
parties thereto s	everally waive present ler	nt for payment, notice of dishono	r, protest and notice of pro	test.	
limitations of the	ne above mentioned note	pay ont of the said principal sun as 1 of the Trust Deed, and the n consideration of the sum of Co an WARPANT unto the Truste erest the cin, ituate, lying and b	performance of the coven	n accordance with the terms, lants and agreements herein co	provisions and ntained, by the
Mortgagors to	these presents CONVEY	an WARPANT unto the Truste	one Dollar in hand paid, e, its or his successors and	the receipt whereof is hereby assigns, the following describe	acknowledged, ed Real Estate,
and all of their City of C	estate, right, title and int	erest the lin, ituate, lying and b	eing in the K	AND STATE OF ILL	INOIS to mit.
		Sanola 'ar'. Subdivis			
TOWNSHIP	of Morth, Range	14 East of the Inird I	LIUCIDAL MELICIA	n in cook county, ii	TIHOIS.
				Bank	
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				1600	<u>.</u>
which, with the	property hereinafter des	cribed, is referred to herein as t	ne "pro lise",	1600	
which, with the TOGETH so long and du	e property hereinafter des ER with all improvement ring all such times as Mo	cribed, is referred to herein as the state of the state o	ne "p	ing, and all rents, issues and no	alits thereof for
which, with the TOGETH so long and du said real estate gas, water, light	e property hereinafter des ER with all improvement ring all such times as Mo and not secondarily), an it, power, refrigeration as	cribed, is referred to herein as the stements, casements, and appring agors may be entitled therein and lift instures, apparatus, equipment and air conditioning (whether sin	ne "pse", control to belonging the state of the stat	ing, and all rents, issues and no obits are piedged prisontly and eafter therein or thereon used	hits thereof for on a parity with to supply heat, ng (without re-
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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 mechanics lien or liens in favor of the United States or other liens or claims for lien not expressly abordinated to the lien here(; (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 with a reasonable time any building or 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 bereunder 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 satisfactor 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 reval 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 seule 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 purposes herein authorized 1 all expenses paid or incurred in connection therewith, including reasonable attorneys paid for any of the purposes herein authorized to lier so the note to protect the mortgaged premises and the lien hereof, plus tensonable compensation to Trustee for each matter concerning when the control of the protection of the protection of the payment of the protection of the payment of the payment of the payment of the protection of the payment of the payment
- 5. 1. c rustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so acco, ling to ny bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estim e or 1 to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortga ors 'all pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the hot less of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding an jump 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 one default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtect has been been been been as the indebted of the note of the note described on page one or by acceleration or otherwise, holders of the note of Trustee 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 me age, debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional inceptations in the decree for sale all e penditu es 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, apprair r's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items is note seemed after entry of the decree o) procuring all such abstracts of tide, tile searches and examinations, guarantee policies, Torrens certificate, and similar data and assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or 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. In a dition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured 1 reby an immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or hold of an note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either current will be a party, clither as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) prepar tions for the commencement of any suit for the foreclosure hereof after accrual of such her premises or the security hereof, which might affect the premises or the security hereof, which might affect the premises or the security hereof, wh
- 8. The proceeds of any foreclosure sale of the premises hall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, not amy all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure inde necessal additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tree-ing graphing provided; the provided that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tree-ing graphing graphing provided; the provided that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tree-ing graphing graphing
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to foreclose this T ust i ced, 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 wi out notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to as i can value of the premises or whether the same shall be then occupied as a homestead or not and the Trustec hereunder may be appointed as sur i are lawer. Such exceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, if car, of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any in a trimes who Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers whith a many be necessary or are usual in such cases for the protection, possession, countrol, management and operation of the premises during the who is a period. 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 (1) This addedtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be a be called a such cases of a set of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency may be a such as a set of a set of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency may be a set of a set of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency is a set of a set o
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be enjert 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.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truste by obligated to this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liaby it ramy acts or o hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and any recuire industrial country 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; idence hat all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the purpose of the shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all index was hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success trustee as such successor trustee may accept as the genuine note herein described any note which bears a criticate of identification purporint, to 'executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note, and with a never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine print and 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 thromotrgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment 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.

identified herewith under Identification No. **4**862-9 mas O. Peter

4545 N. Broadway