## **UNOFFICIAL COPY**

1)	GEORGE E. COLI				•		,		
4	LEGAL FORMS	May, 196	1	TT. ILLINOIS			server.	new R. Oles	
125	TRUS	T DEED (Illinois)	FILED FO	R RECORD	21.	820 003	RECORDS	EN OF DEEDS	
30	(Monthly pay	with Note Form 1448 ments including interes		79 18 m. Ali			21	820003	<b>.</b>
11712	<b>\</b>	* *	NEB 73	12 13 44 AK	The Ahov	e Space For Records		020000	
] ' <u>,</u>	THIS INDENTIF	RE, made Febru	arv 26	19 72 1			4		
19	hirley M.	Potokar, h BANK OF	is wife				erein referred to a	s "Mortgagors," a	nd
	erein referred to	as "Trustee." witne	sseth: That, Who	ereas Mortgagors as	re justly inde	bted to the legal h	older of a princip	al promissory no	ite,
	_	nt Note," of even d	ate herewith, ex	ecuted by Mortgage	ors, made pa	iyable to Bearer			
660	a እገስለ (ቁና	and by which note M				Dellam and interest	from Date		
	on the halance of	nrincinal remaining	from time to time	ne unpaid at the ra	te of 7 1	14 per cent per a	nnum, such princir	oal sum and inter	rest
%d <b>1</b>	oh le 1 th	installments as follo	1972_	and TWO HUN	IDRED AN	D NO/100 (	5200.001 o	Doll	lars
	on the 15th	day of each and ever be due on the	v month thereaf	ter until said note is	s fully paid, e	xcept that the final p	ayment of principa	d and interest, if r	not
12.74	L	andial first to and		information the unit	anid principal	halance and the rem	ainder to principal	the portion of ea	ach
high ra	est lawru te xxx	p' onstituting prince per annum, and all	such payments b	eing made payable a	at	Bank of Lyo	ns	funkan manidan s	•
		the liga. I older there	of and without n	otice, the principal s	sum remainini efault chall oc		ether with accrued in	interest thereon, sl	hall
	or interest in accordanced in this	ordance v.th the term Trust Deed ( a v lich	is thereof or in ca h event election i	ase default shall occi may be made at any	ur and contin	ue for three days in t e expiration of said t			
	parties thereto se	verally wait prisen	ment for payme	he said principal ou	or, protest and	and interest in acco	rdance with the t	erme provisions	and
	limitations of the	e above mentioned n e performed, and al hese presents CONV	ote and of this in onsiderati	Trust Deed, and the	e performanc One Dollar i	e of the covenants a n hand paid, the re successors and assig	nd agreements here ceipt whereof is h	ein contained, by ereby acknowledg escribed Real Est	ged, tate
	and all of their Village	estate, right, title and	i imere a inerein	, situate, lying and	ocing in me		AND STATE O		
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	Eight A	th half of ddition to	Lyons, be	ine a Subd	ivision	of the Sou	th West ou	arter	~
	of the	South West	quarter c	: Scotion	0 10	ship 38 Nor	th, Range	12 E	_
850 P	East of	the Third	Princinal	Mirilian.	in Coo	k County T	llinois.		O
		the Third	Principal	l Mori li an,	in Coo	k County, I	llinois.	12	<u>O</u>
	Permane	the Third ent Tax No.	Principal 18-02-309	0-021	in Coo	k County, I	llinois.	J	<u>0</u>
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## NOFFICIAL CO

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:

- I. Mortagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any dings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from hank's liens or liens in favor of the United States or other liens or claims for lien not express ubordinated to the lien hereof; (4) pay when any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory lence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as viously 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 salisatory 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 ard renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver all policies into 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 reuire of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on
  promovers, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redem
  from vot ax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized
  and all excenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the
  holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning
  which actic i herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and
  payable. "In an otice and with interest thereon at the rate of seven per cent per annum. Inscition of Trustee or holders 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 in ee 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 estimate in the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall par each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

  6. Mortgagors shall par each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

  6. At the election of the 1 bide so 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, an ease 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 indebtedness, ere'y cured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or it usy c shall have the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a nortgage 't. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expends ures as dexpenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's less, out ays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be "xpended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit 'r 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 advances are appraised to the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereb 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 it' is as in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of 'meshall be a party, either a splintifi, claimant or defendant, by reason of this Trust Deed or any indebtedness, hereby secured; or (b) preparano s for the commencement of any suit for 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 shall be distributed and applied in the following order of priority: First, on account ill costs and expenses incident to the foreclosure proceedings, inc. Jin , all such items as are mentioned in the preceding paragraph hereof; see, all other items which under the terms hereof constitute secured it debte loss additional to that evidenced by the note hereby secured, with rest thereon as herein provided; third, all principal and interest remaining "paid; fourth, any overplus to Mortgagors, their heirs, legal reprelatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this are ed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the 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 such ace 'er. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in ase of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furth ames when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which we necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whol of sai' 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) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be robeour 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 deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall or 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 time, 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 Trus ee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lia' le 'to' any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and be may require indemnities satisfactory to him before exercising any power herein given.
- 33. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactor, evider e that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and 'the 'c' ast of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all 'ind' actions hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a score of tastee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purpor ag' be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and 'n' aurents to be executed by the persons herein designated as the makers thereof, and where the lease is requested of the original trustee at he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine viacion note herein designated may be presented and which conforms in substance with the description begin 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 of 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 or least in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the Idea of the successor in Trust are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all activations.

  15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claimed the mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed and successor in Trust and the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed and successor in Trust and the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed and successor in Trust and the indebtedness or any part thereof.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUST DEED IS FILED FOR RECORD.

END OF RECORDED DOCUM