UNOFFICIAL COPY

			COOK COUNT					1.0	Ludin	. K. Oliv
D. TRI	IST DEED (Illin	nis)	FILED FOR	RECORD		961	4 20		RECORDER	K. Oliv 64 DEEDS
(Monthly p	se with Note Form ayments includin	1448 g interest)	APR 10 '72	19 20	PÚ PÚ	861	420		218	61426
			Ark to IL	12 32	1B				210	01420
<i>></i> `								Recorder's Use C		_
THIS INDENT Grin	URE, made nell, his	April 6	<u> </u>	19_72	, betwee				ind Barbara erred to as "Mor	
			rold J. Gou	uwens						regagors, and
termed "Installn	nent Note," of	even date he	erewith, execute	d by Morte	gagors, m	ade paya	ble to Bea	ater	a principal pro	
and delivered, in Five	and by which	note Mortgag	gors promise to	pay the prin	ncipal sur	n of Ni	nethous	sand Three interest from di	Hundred Se ate of disb	venty
on the balance	of principal ren	naining from	time to time un	npaid at the	rate of .	Seven	per cen	t per annum, su	ch principal sun	n and interest
oor raid, shaby so d no e to	day of each a all be due on the be applied first	nd every mone a letter of the accrued a secretaria.	oth thereafter under the day of	est on the rot	e is fully _, 19_9 unpaid pr en due, t	paid, exce 2_; all su incipal ba o bear int	ept that the ich paymen lance and t terest after	final payment on the remainder to the date for pa	of principal and in of the indebtedment principal; the polyment thereof.	interest, if not sess evidenced ortion of each
	or at such c	ther place as	the legal holder	of the note	may, from	m time to	time, in wi	ional Bank riting appoint, w	hich note further	r provides that
or interest in ac contained in the parties thereto	due in nayable co dan e with this is true Doud (i severely waive	, at the place he terms there n which even presentment	of payment afore of or in case de t election may b for payment, no	esaid, in case fault shall o e made at a stice of dish	e default s occur and ny time a onor, pro	shall occur continue after the e test and n	r in the pay: for three di xpiration o otice of pro	ment, when due, ays in the perfor f said three days otest.	accrued interest of any installme mance of any of s, without notice	ent of principal ther agreement), and that all
NOW THI limitations of t Mortgagors to Mortgagors by and all of their	EREFORE, to the above m nti be performe! these presents or r estate, right, t	on d note an and so in a constant of so in a constant of the c	yment of the sai id of this Trust consideration of d WARRANT t act therein, situa	id principal Deed, and the sum counts the Tra	sum of a the perfo of One D ustee, its ad being	money an ormance of oollar in I or his sud in the	d interest in of the cover thand paid, accessors and	in accordance we nants and agreer the receipt who d assigns, the fo	with the terms, prents herein con ereof is hereby flowing describe	provisions and htained, by the acknowledged, d Real Estate,
The South	erly 13 fe	et of Lot	COUNTY	OF ured al	ong th	ie West	erly li	ne thereof	TATE OF ILLI	NOIS, to wit: ortherly
10 feet of Island of	f Lot 9 in the East	Bartel half of t	Subdivi 😘 Subdivi	ision of East qua	part rter c	of Blo of Sect	ck 9 in ion 36,	ı Robinson'	s Addition 37 North,	to Blue
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herein showner of	all be due note may c	and pays	o release	ll inst of this	nter. provis	Provi	ided how or acce:	wever that leration.	the holder	of or
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- 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 davor of the United States or or claims for lien not expressly obstrainate 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) complete within 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 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 in thing and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing reasons are in the cost of the payment of the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurant 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 mor ga, clause to be attached to each policy, and shall deliver all policies, including additional and remain policies, to holders of the note, and case of "nsurance about to expire, shall deliver renewal policies, to holders of the note, and case of "nsurance about to expire, shall deliver renewal policies to the respective dates of expiration.
- 4. ... take of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of M rigagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior to the prior in the payments of principal or interest on from any to sale or forfeiture affecting said premises or contest any tax lien or other prior lien or title or claim thereof, or redeem from any to sale or incurred in connection therewith, including reasonable attorneys) fees, and any other moneys advanced by Trustee or the holders of the ... or to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action her in at horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without rotic a "with 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 way or of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or 1's he ders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, tat meet or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, stateent or estimate or into the maity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal hote, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in ear 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, and occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure, shall ecome 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 right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage or by the new suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expert evidence, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended or not of the decree) of procuring all sustee or holders of the note may be reasonably necessary either to prosecute such suit or to ever a 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 addition, menditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in, me liately 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 connormal with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a par, cither as planifely claimant or defendant, by reason of this Trust Deed of any indebtedness hereby secured; or (b) preparations for the ommer ement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commence.
- 8. The proceeds of any foreclosure sale of the premises shall be districted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all actors are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional 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 tremaining unit in or h, 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 are 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 not e, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value [1] 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. In 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 are deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when 'origal yrs, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be neck sary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sale, 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 active classes secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become size or a left lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and define the control of the such cases for
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to a y cef use 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 Trustee be bl. rated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any its or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require i aem, the 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 satisfactory evidence that possible in the lienthereof by proper instrument upon presentation of satisfactory evidence that possible in 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 of the presentation of the

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, Edward L. Robinson 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 which the premises are situated shall be second 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.

authority as are herein given Trustee, and any I rustee or successor shan be common to the common of the common of

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 J	installment	Note	mentioned	in the	within	i rust	Deed	nas	ocen	
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