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GEORGE E. COLES

FORM No. 206 May, 1969

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

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CONTRACTOR OF OTHER

The Above Space For Recorder's Use Only THIS INDENTURE, made May 4, 1972 19 between Ernestine H. Conred 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 not remed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Fine Thousand Hine Hundred Thirteen and 65/100 On the balance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be payable in installments as follows: Ninety Fight and 57/100	herein ref termed "I	DENTURE, mad	ic May 4,			The Above	Space For Reco	rder's Use Only	— Rec	5
THIS INDENTURE, and May 1, 1972 The between Engagement Recorders Use Only Engagement Company Engagement	herein ref termed "I	ferred to as #F	ie <u>May 4,</u>			The Above	Space For Reco	rder's Use Only	1145	. ,
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on the 30th day of June 19.22, and Hinety Hight and 57/100 Dollo on the 30th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest in the sooner paid, shall be due on the 30th day of May 19.22 is all such hypments on account of the indebtondess evidence that the final payment of principal and interest in the sooner paid, shall be due on the 30th day of May 19.22 is all such hypments on account of the indebtondess evidence of and insulinents committeing principal, to the extent not paid when due, to be are interest after the remainder to principal such property of a solid remainders committeing principal, to the extent not paid when due, to be are interest after the remainder to principal such payments being made payable at Drexel Extincal Bank 19.25 and the extent of the legal holder of the not may, from time to time, in writing appoint, which must notice, the principal sum remaining unpaid thereon, together with accreal interest of the control of the legal holder of the not may from time to time, in writing appoint, which must have presented and the cort and the performance of any observable of the control of the legal holder of the note may from the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the performance of any observable and the cort and the cort and the cort and the performance of any observable and the cort and	on the bal	lance of principal	remaining from t	time to time unpa	id at the rate	of	lars, and intere	st from		The second
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PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cook Ss., I, the undersigned, a N. 'ary F.b'.'. in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BELOW SIGNATURE(S) State of Illinois, County of Cook I, the undersigned, a N. 'ary F.b'.'. in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BELOW SIGNATURE(S) State of Illinois, County of Cook Ssate personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before this day in p. 100 1 acknowledged that She signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including we release and waiter of the right of homestead. Given under thry chapted with official seal, this. 4th	so long and said real es gas, water, stricting the of the foregall building cessors or a TO HA and trusts he said rights.	d during all such state and not seed light, power, refe toregoing), screegoing going are declared an assigns shall be pa AVE AND TO Hherein set forth, f and benefits Mor	times as Mortgago undarily), and all rigeration and air ens, window shades I and agreed to be and all similar or ort of the mortgage OLD the premises ree from all rights tgagors do hereby	fixtures, care the service of fixtures, apparar is conditioning (w. s. awnings, storm a part of the morother apparatus, e. cd premises, s unto the said Tr s and benefits und expressly release	thereto (where the control of the co	tenances thereto nich rents, issues or articles now units or central indows, floor c ises whether ph articles hereaft	overings, inado ysically attache or placed in the and assigns, fores nestead Exempt	t beds, stoves a d thereto or no premises by M yer, for the purp ion Laws of the	ind water he t, and it is a lortgagors or oses, and upo State of Illin	aters. All greed that their suc-
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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 mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly 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 exhibits 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 herefunder 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 and renewal 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 hereinbefor quired of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interes prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or red from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein author and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien herof, plus reasonable compensation to Trustee for each matter concernic health of the control of the protect of the note to protect the mortgaged premises and the lien herof, plus reasonable compensation to Trustee for each matter concernicated the part of the protect of the note shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so ac ording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or stimule or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgar ... shall pay each item 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, notwithstandin, and the 3 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 beginning the principal or interest, or in case 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 indebt dness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the total or Tristee 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 (an ortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sal all x-meditures and expenses which may be gaid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraier's 'es, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to item, 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 pre nises. 'we will expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured be reby a d 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 the note in connection with (a) any croceeding, including but not limited to probate and bankruptcy proceedings, to which 'be reformed in connection with (a) any indebtedness bereby secured; or (b) perp ratios is for the commencement of any indebtedness bereby secured; or (b) perp ratios for the commencement of any indebtedness hereby secured; or (b) perp ratios for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises and occupant of all costs and expenses incident to the foreclosure proceedings, ancly are all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure a revietness 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 treating 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 Tr \(De. \) the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after ale, wi yout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the there alue of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as \(\sigma_{in} \) receives, cock receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and \(\text{in} \) as so 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 in the same and the profit of the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, apply the net income in his hands in payment in whole or in part of \(\text{or} \), the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or second 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 a to deficiency.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust 2 be 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 acts 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 require indemnities 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 ev de.r. that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at in. request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, 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 here in ontained of the principal note and which purports to be executed 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.

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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 been