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TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	N 13 AN GLAG F.C.	Class Society Files	FOR RESOND
21 936 036	JUN-13-72 45 He	Above Space For Recorder's Use Onl	y Rec 5.10
	19 72, between	Nathaniel Johnson and J	ennie Johnson,
his wife R.A. Eiden		herein referr	ed to as "Mortgagors," and
herein referred to as "Trustee," witnesseth; That, W termed "Installment Note," of even date herewith, Liberty Builders, Inc.	hereas Mortgagors are justly executed by Mortgagors, mad	indebted to the legal holder of a e payable to BENEX	principal promissory note,
and delivered, in and by which note Mortgagors pron two and 00/100		of Three Thousand Nine I Dollars, and interest from	lundred Forty-
on the balance of principal remaining from time to to be payable in installments as follows: Sixt	y-five and 70/100 -		principal sum and interest Dollars
on the 25th day of July 19 72	_, and Sixty-five an	d 70/100	Dollars
on the 25th day of each and every month there coner paid, shall be due on the 25th day of aid note to be applied first to accrued and unpa of s id installments constituting principal, to the experience of the per cent per annum, and all such payments	d interest on the unpaid princ tent not paid when due, to l	; all such payments on account of ipal balance and the remainder to pr pear interest after the date for paym	the indebtedness evidenced
or at such other place as the legal at the color of the legal holder thereof and without become: one due and payable, at the place of payme or intere. In cor rdance with the terms thereof or in contained in the first. Deed (in which event election parties thereof sevil ally waive presentment for payments thereof sevil ally waive presentment for payments.	holder of the note may, from notice, the principal sum rema nt aforesaid, in case default sha case default shall occur and co may be made at any time afte ent, notice of dishonor, protes	time to time, in writing appoint, whic ining unpaid thereon, together with a ill occur in the payment, when due, of ntinue for three days in the performa or the expiration of said three days, v t and notice of protest.	crued interest thereon, shall any installment of principal ince of any other agreement vithout notice), and that all
NOW THE REFORE, to secure the payment of imitations of the a're-mentioned note and of the Mortgagors to the performed, and also in considera Mortgagors by these presers. ONVEY and WARE and all of their estate, right, the sort interest there City of Chicago.	Trust Deed, and the perform tion of the sum of One Doll	nance of the covenants and agreement ar in hand paid, the receipt whereof his successors and assigns, the folloof the	the terms, provisions and its herein contained, by the of is hereby acknowledged, wing described Real Estate, ATE OF ILLINOIS, to wit:
Lot 8 (except the Fist) foot of certain lots & rarts of lo part of Section 16 Towrship 2	& the West 5 feet)	in Hock 17 in Communi e resubdivision of the	ty Resubdivision
	4	700	MAIL
which, with the property herematic described, is referred to long and during all such times as Mortgagors mis aid real estate and not secondarily, and all fixing ass, water, light, power, terfigeration and air company to the property of the foregoing are declared and agreed to be a pail buildings and additions and all similar or other cessors or assigns shall be part of the mortgaged property of the property of	o the said Trustee, its or l.s benefits under and by virturessly release and waive, overants, conditions and promade a part hereof the same	cce sors and assigns, forever, for the of the Homestead Exemption Laws of the companion on page 2 (the reveas though they were here set out in	purposes, and upon the uses of the State of Illinois, which arse side of this Trust Deed)
	haniel Johnson	(Seal) Y to Change	JOhnes (Seal)
PRINT OR Jen TYPE NAME(S) BELOW	nie Johnson		Knison
SIGNATURE(S)		(Seal)	(Seal)
State of Illinois, County of Cook	ss.,	I, the undersigned, a Netar 1	Public in and for said County
	in the State aforesaid, DO		
IMPRESS SEAL HERE	personally known to me to subscribed to the foregoing edged that <u>they</u> signed, free and voluntary act, for waiver of the right of home	be the same person	fav mid and for for nowl-
Given under my hand and official seal, this Commission orbits	26th 430 1974.	day of May Land	ANVION COMPANIE
`V		ADDRESS OF PROPERTY: 5331 Gladys Chicago, Illinois	- D
NAME Bank of Lincolnwood	od	THE ABOVE ADDRESS IS FOR ST. PURPOSES ONLY AND IS NOT A PATRUST DEED	ATISTICAL CUMENT
MAIL TO: ADDRESS 4433 W. Touhy	1	SEND SUBSEQUENT TAX BILLS TO:	
STATE NEincolnwood, Ill.	ZIP CODE 60646	(Name)	6036
OR RECORDER'S OFFICE BOX NO	<u> </u>	(Address)	» ··

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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 lies or liens in favor of the United States or other liens or claims for lien not express yabordinated 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 satisfactly to the holders of the note, under insurance volicies payable, in case of loss or damage, to Trustee for the cenetit of the holders of the note, such rights to be evidenced by the standard mortage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders for 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 if Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on plor not interest, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or fittle 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 and rexpressed prior and the prior to the purpose sherin authorized and rexpressed premises and the lien hereof, plus reasonable contestion to Trustee for each matter concerning which action retained and with interest thereon at the rate of seven per centrefor annum. Inaction of Trustee or holders of holders and with interest thereon at the rate of seven per centrefor annum. Inaction of Trustee or holders of holders as war, of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truste or he holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill stoment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or in one validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Morgagors shall pay ach 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 and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or interest, or in case for all the principal or interest, or in case for all 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 hereby 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 Trustee. And 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 dot. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure 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, appraiser's fees, counder to documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of tile, tile scarches and examinations, guarantee policies. Torrens certificates, and sin. ** documentary and expert evidence, stenographers' charges, publication costs and costs (which may be haif to the procure and examinations, guarantee policies. Torrens certificates, and sin. ** documentary and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mamedicary to each payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note us one to such decrease the security of the proceedings, including but not limited to probate and bankruptcy proceedings, to which either of thems all be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the order and applied in the following order of priority: First, on account the premises of any foreclosure sale of the premises shall be districted and applied in the following order of priority: First, on account
- 8. The proceeds of any foreclosure sale of the premises shall be distrik sted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the sales as 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 remaining unpaid: 500 m, 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, 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, with an notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the printses or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such a 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 sale and y deficiency, during the full statutory period for redemption; whether there be redemption or not, as well as during any further time. Mor against except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may 1. sary or are usual in such cases for the protection, possession, control, minagement and operation of the premises during the whole of said print. 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 1 dec. det ass secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become super in o. at lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment on which may be or become super in o. at lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment on which may be or become super in o. at lien hereof or of such decree foreclosing the Trust Deed, or any tax, special assessment on which may be or become super in o. at lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment on which may be or become super in o. at lien hereof or of such decree foreclosing the Trust Deed, or any tax, special assessment on which may be o
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to ny 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 ac ess 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 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 a ts or minimal hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require and their 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 evidence this all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request c, a y 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 beers errificate of identification purporting to be executed by a prior trustee hereinder 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 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 instrum been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. Gerald R. Mohrhacher 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 or 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.

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 been identified herewith ander Identific

END OF RECORDED DOCUMENT