## UNOFFICIAL COPY

LEGAL FOR	ms May, 196	COOK COUNTY	ILLINOIS	21, 941, 477	- Cierine	K. Chen OF DEEDS
		FILED FOR F		71 401 717		<del>.</del>
TRI	JST DEED (Illinois)		.200.15	Ct. OAK ALK	RECORDER	OF DEEDS
For to (Monthly)	se with Note Form 1448 payments including interes	"Jul 16 '72	0 cc AU		210	41472
		JUH TO IL	J 55 Hr		. 219	41412
		1		The Above Space For Re	corder's Use Only	
THIS INDENT	TIPE made	June 6	10 72 has	ween Mathew W. I	Romanec and	
Marilyr	R. Romanec,	his wife	19		herein referred to as	"Mortgagors," and
	Commerce In			<del></del>		
herein referred	to as "Trustee," witne	seth: That, When	eas Mortgagors are	justly indebted to the leg	gal holder of a principal	promissory note,
termed Instair	ment Note, of even u	ate nerewith, exec	.uteu by Mortgagor:	s, made payable to Beard		
and delivered, i	n and by which note M	lortgagors promise	to pay the principal	sum of Twenty-t	wo Thousand	
(\$22,00	00.00)		<del></del>	Dollars, and in	terest fromdate	
on the balance	of principal remaining	from time to time	unpaid at the rate	of7 per cent ty-one (\$171.0	per annum, such principa	
on the 1st	in installments as folio	it 19 72	and One Hun	dred Seventy-o	ne, or more	Dollars
seener paid, sh	all be due on the1	st day of	July 19	ully paid, except that the fi	on account of the inde	btedness evidenced
by aid note to of air installs	be applied first to acc ments constituting princ	rued and unpaid in sipal, to the exten	nterest on the unpai t not paid when di	d principal balance and the	e remainder to principal; t he date for payment ther	the portion of each eof, at the rate of
per c	ent per annum, and all	such payments bei	ng made payable at	Bank of Comme	rce In Berkel	ey
at the el er on	of the legal holder there	of and without not	ice, the principal sur	, from time to time, in writ n remaining unpaid thereon	o together with accrued in	terest thereon, shall
become tone	die and payable, at the	place of payment a	foresaid, in case defa	ult shall occur in the paym and continue for three day	ent, when due, of any inst	allment of principal
contained in	is 1 ust Deed (in which	i event election ma	iv be made at any ti	me after the expiration of .	said three days, without n	otice), and that all
NOW TH	ERE C.E. to secure 1	he payment of the	, nonce or usnonor, e said principal sum	protest and notice of prote of money and interest in	accordance with the ter	ms, provisions and
Mortgagors to	the perform and also	ote and of this Tr	rust Deed, and the	of money and interest in performance of the covena ne Dollar in hand paid, the its or his successors and	nts and agreements herein	n contained, by the
Mortgagors by	these presents C DNVF r estate, right like and	Y and WARRAN	T unto the Trustee	its or his successors and	assigns, the following des	cribed Real Estate,
	e of Berkeley		TY OFCOC		AND STATE OF	ILLINOIS, to wit:
•						
				y's Berkeley C		
				quarter lying ion 7, Townshi		
				deridian, in Co		linois
	1-, 1450 01	one mark	i incipal i	ici idi idi c	Jon Councy, II	111010
				1 -	İ	700
				1		500
nakish svish s	ha manantu hansimaftan	described is refer		- Voraniras "		500
which, with t	he property hereinafter IER with all improven	described, is referents, tenements,	rred to horein as the	e "premises," urtenances thereto belongin	g, and all rents, issues an	OO d profits thereof for
which, with t TOGETI so long and d said real esta	he property hereinafter IER with all improven uring all such times as te and not secondarily)	described, is referencents, tenements, Mortgagors may be, and all fixtures,	rred to harein as the easements, and ppu oe entitled here's for apparatus, equipment	e "premises," urtenances thereto belongin which rents, issues and prot nt or articles now or heret	g, and all rents, issues in fits are pledged primarilya	d profits thereof for
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which, with t TOGETI so long and c said real esta gas, water, li stricting the f of the forego all buildings.	he property hereinafter HER with all improven uring all such times as te and not secondarily pht, power, refrigeratio oregoing), screens, wind ing are declared and ag and additions and all si	described, is referents, tenements, Mortgagors may be, and all fixtures, an and air condition shades, awning reed to be a part millar or other appropriate the control of t	ried t. horein as the easements, and ppi ce entitled here', if apparatus, e. upr ce in ing (whether angles, storm doors of the mortgaged proparatus, coupments)	e "premises," artenances thereto belongin which rents, issues and proi t or articles now or here: anits or centrally contre wir lows, floor coverings, uses whether physically or at' lee arceafter placed	g, and all rents, issues an fits are pledged primarily- after therein or thereon y olled), and ventilation, in inador beds, stoves and attached thereto or not, a in the premises by Mort	d profits thereo for the profits with used to supply heat, luding (without rewater heaters. All and it is agreed that gagors or 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 mechanics lies or liens in favor of the United States or other liens or claims for lien not expressly bordinated 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 lie 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, lighthing 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 foll the indebteness 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 renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies more less than ten days prior to the respective dates of expiration.
  - 4. In case of default herein, 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 settle 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 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 and all expenses paid or incurred in connection therewith, including reasonable attorneys? fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and 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 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 according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
  - Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the el-tion of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwil star ling anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of pr. cip i or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein co-tined.
  - 7. When the includes shereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, hold sof he 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 note of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the over a for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trusce's fees, asier's fees, outlays for documentary and expert evidence, stenographers' charges, publication bosts and costs (which may be estimated as o iten: to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, T rrens c tificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary eit, or 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. O'm. premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebt ness extend hereby and immediately due and payable, with intensit thereon at the rate of seven per cent per annum, when paid or incurred by Truscer's olders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings (or when the or of them shall be a party, either as plaintiff, transmit or defendant, by reason of this Trust Deed or any indebtedness hereby secure of them shall be a party, either as plaintiff, than or or proceeding, which might affect the premises or the security hereof, whethe or not actually commenced.

    8. The proceeding of any foreclosure scale of the proceeding which might affect.

  - 9. Upon or at any time after the filing of a complaint of colose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either sefer or after safe, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and if he directives and the time of application for such receiver and if he directives are to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be a point ad as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such forcelors evil and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption on not, as well as 'orig' any further times who Mrtgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, are all 'the powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premise day and the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in when or in part oft: (1) The indebtedness secured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or other lien which may be not become superior to the lien hereof or of such decree, provided such application is made prior to forcelosure sale; (2) the deficiency in the protection of the prot
  - 10. No action for the enforcement of the lien of this Trust Deed or of any provision here of 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 nerely secured.
  - 11. Trustee or the holders of the note shall have the right to inspect the premises at 11 er onable times and access thereto shall be permitted for that purpose.
  - 12. Trustee has no duty to examine the title, location, existence, or condition of the pren.ses, or shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms here 1, nor by 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.
  - 33. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all incibetedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release percent to ... at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing a tatal indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is recleated of a successor trustee as successor trustees, such successor trustees may accept as the period described any note which bears a certificate of identification of the period described any note which bears accept as the received by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal is to the period bear of the period
    - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument.

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 liabels 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 JOENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. \_900168

Bank of Commerce In Berkeley

END OF RECORDED DOCUMENT