UNOFFICIAL COPY

Loan No. 1-2532

TRUST DEED

21 251 535 2-19

THIS INDENTURE, made ------ July 14, -1970 , between ----------- WILLIAM J. MC CABE AND GAIL R. MC CABE, HIS WIFE ----herein referred to as "Mortgagors," and CITIZENS BANK & TRUST COMPANY an Illinois Banking Corporation doing business in Park Ridge, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herenafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of and clivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date principal are disbursed on the balance of principal remaining from time to time unpaid at the rate of 7-3/4 per int er annum in instalments as follows: Two Hundred Sixty-Two and 80/100 ------Dollars o. m /c on the-1st-day of -- September ---19 70 and Two Hundred Sixty-Two and 80/100 -Dollars or more of the --- 1st ---day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the --- 1st ---day of - August --19 90 All such payme to account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the reference of the remainder of t in writing appoint, and in absence of such appointment, then at the office of CITIZENS BANK & TRUST COMPANY Lot 151 in Haven Crest Unit No 7, being a Subdivision of part of the Southeast Quarter (½) of Section 11, Towns ip 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortsagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or herester on the premises which may become danaged or be destruyed; (2) keep said premises in sood condition and repair. Without waste, and freum mechanics or other lens or claims for iten on expirestly subordinated to the lien hereof; (3) 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 these or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or unnergial ordinances with respect to the premises accept all the use thereof; (6) make no material alterations in said premises except as required by law or

municipal ordinance.

2. Morigagors 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 duplicate recipies, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate recipies. The provided by statute, any tax or assessment which Morts-therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morts-therefor the provided by statute, any tax or assessment which Morts-therefore the provided by statute, any tax or assessment which Morts-therefore the provided by statute, any tax or assessment which Morts-therefore the provided by statute, any tax or assessment which Morts-therefore the provided by statute, and the provided by statute and the provid

again may occure to define, and is buildings and improvements now or hereafter situated on said premiues incured against loss or daniage by fire lightings or windismin under judicies pital buildings and improvements now or hereafter studied or noneys sufficient either to pay the cost of replacing or repairing the some or to jay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in easy policies, and said policies, including additional and renewal, policies, and shall deliver all policies, including additional and renewal, policies, to holders of the case, and in case of insurance about to expire, that de-

liver renewal policies not less than ten days prior to the respective dates of expiration.

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3. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so 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 any validity of any tax, assessment sale, forfeiture, tax lies or title or elaim thereof.

A Mortgaging shall say each uson of indebtedness berein mentioned, both principal and interest, when due according to the terms hereed. At the nition of the holders of the note, and without notice to Mortgagors, all unjust indebtedness severely this Trust Deed shall, nowithstanding anything thing in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any in-stating to a processing the case of default in making payment of any in-stating to a processing the case of default in making payment of any in-stating to a processing the case of default in making payment of any in-stating to a processing the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in making payment of any in-stating to the case of default in the case of default

T. Whili the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to Useful the lien hereof. Inter, shall be allowed and included as additional indebtedness in the decretors also allowed in the control of the note for attempts of the property of the property of the property of the property of the note for attempts fees. Trustee's fees applicates's fees, this is not documentary and expert evidence, strong-sahers' changes, publication exists and exist which may be estimated as to item agreement of the property of the pro

exeding which might affect 1. Foremises or the security hereof, whether or not actually commenced.

The proceeds of a procedure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all interests the process of the proc

rights may appear, any time after the sum of a built to forceinse this trust deed, the court is which such built in first may appoint a receiver of and premises. Such force in any being made with a before or after take without notice, which the two solveney or monovering off Multiagens at the time of application for such receiver and without regress the two properties. On the terminal product of the control of the trust of the premises or which the same shall be then occupied as a homested or not only the trust of the premises of the product of the rest, issues and profits of and premises and profits, and all other powers, then may be received such as except for the interest on of such receiver, would be entitled to collect user that the production of such receiver, would be entitled to collect users and profits, and all other powers inch may be necessary or are usually in such cases for the profection possession control management and in payment in whole or in part of (1). The indebtance is an early of such acceptance of the provided made print to forcelouse sales. (2) the other lands are the provided such application is made print to forcelouse sales. (2) the

10. No action for the enforcement of the lien or 100 y, vision 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 not her by secured.

11. Trustee or the holders of the holder shall have the light of yoest the premises at all reasonable times and access thereto shall be permitted for

12. Trustee has no duly to examine the title, location, exist.

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13. Trustee shall release this trust deed and the lien thereof by pri et in rument upon preentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execut and diver a release hereoft to and at time request of any person who shall, representation Trustee may accept as true without inquiry. Where a re-set is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of the full may be accept the secretary of the property of the secretary of the property of the property

A. Truster may resign by instrument in writing filed in the office of the Rece der in Register of Tilles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Truster the new Becorder of Dects of the county in which the premiers are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have be derived in the powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts sets from the refunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mort are 3 and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all yer in shable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

COOK COUNTY, ILLINOIS FILED FOR RECORD

Aus 31 '70 12 23 PH

RECORDED TO DEEDS

21251535

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust D ed has been identified herewith under Identification No. 1953.

- CITIZENS BANK & TRUST COMPANY

by Assuland Secretary

D E L I V	NAME	CITIZENS BANK & TRUST COMPANY
	STREET	1 S. Northwest Highway
	CITY	Park Ridge, Illinois -
R Y	INSTRUCT	OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

717 Juniper Drive

Palatine, Illinois 60067