UNOFFICIAL



GEO E COLE & CO CHICAGO NO. 2001.
LEGAL BLANKS (REVISED JULY 1962)

TRUST DEED

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

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SEP-17-70 123 906 • 21267017 • A — 21 267 017 The Above Space For Recorder's Use Only

THIS INDENTURE, made September 14, Stewart M. Black and Virginia 1970 , between

Black his wife herein referred to as "Mortgagors", and National Bank of Albany Park in Chicago herein referred to as "Trustee", witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to any the principal sum of Six Thousand Two Hundred Thirty Four and 60/100 D Illars, EMEXENEXMENTERMEN

Defiar on the 18th day of october . 19 70 and One Hundred Three and 91/100
Defiar on the 18th day of each and every month thereafter until said note is fully paid, except that it is final payment of principal and interest, if not sooner paid, shall be due on the 18th day of october . 19 70 and One Hundred Three and 91/100
Defiar on the 18th day of each and every month thereafter until said note is fully paid, except that it is final payment of principal and interest, if not sooner paid, shall be due on the 18th day of october 19 75; all such payments on account of the indebtedness evidenced by said Note to be no lied first to accrued and unpaid interest on the unpaid principal balance and the remainder to order and; the portion of each of said installments constituting principal, to the extent not paid when due (o.) ar interest after the date for payment thereof, at the rate of seven per cent per annum, and all such pryments being made payable at Chicago, 111inois. or at such other place as the legal holder, if the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accured interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case dignit shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of my other agreement contained in said three days, without notice), and that all parties thereto severally waive present ent or payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the pa mer, of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above in interest and of this Trust Deed, and the performance of the coverance of the coverance provisions and limitations of the above in interest provisions and limitations of the above in interest provided the provisions of the provision of the

which, with the property hereinafter described, is referred to herein 5 the "premises," hereto belonging, and all rents, Interest in the property with all improvements, tenements, easements and appartenances thereto belonging, and all rents, issues and profits are pledged primarily and on a parity with taid real estate an mo secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply, he t, as, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ve til non, including (without restricting the foregoing), screens, window shlades, awnings, storm doors and windows, floor control beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the meric get premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all six or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors, c, assigns six be part of the mortgaged premises.

articles hereafter placed in the premises by Mortgagors or their successors on assigns of the permises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his success rs and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and be efits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits herein and waive:

This Trust Deed consists of two pages. The covenants, conditions and provision appears on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are marginal apart herein the properties of two pages. The covenants of the provision of the properties of the provision o

[Seal] Stepars M. Black
[Seal] Virgina Black

I, the undersigned, a Notary Public in and fo said PLEASE PRINT OR TYPE NAME (6) County, in the State aforesaid, DO HEREBY CERTIFY that
Stewart M. Black and Virginia Black, his wife
Personally known to me to be the same personal whose name. S. B.K.
subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that I.h.S. signed, scaled and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homespead.

Difficial seal, this.

Decrease the search of the search official seal, this.... MIL TO Brookfield, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF

60625

3424 West Lawrence Avenue

fha 5888

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 rebuil 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 the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lies complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (7) make no material alterations in said premises except as required by law or municipal ordinances with respect to the premises much the rest conditions.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water 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 conset.

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. In the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such it its, be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and it await policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prote to the respective dates of expiration.

4. In c. e.d delault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinheror ere are in Mortgagors in any form and manner deemed expecient, and may, but need not, make full or partial payments of
principal or i tere t on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or
title or claim the so, or redeem from any tax sale or forfeiture affecting said prior contest any tax or assessment. All moneys
paid for any or a cut oses herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys
fees, and any other meys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof,
plus reasonable, on the strength of the some matter concerning which action herein authorized may be taken, shall be so much
additional indebtednes; or red hereby and shall become immediately due and payable without notice and with interest thereon at the
rate of seven per cent pe, annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accreing to them on account t any of guit hereunder on the part of Mortgagors.

5. The Trustee or the hold is of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, a atement 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.

6. Mortgagors shall pay each tem 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, notwithstanding an thing in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of prin ipn' or interest, or in case default shall occur and continue for three days in the performance of the Mortgagor. He are contained to the contrary of the Mortgagor has presented as the contrary of the Mortgagor.

7. When the indebtedness hereby seet, ed shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trus. - hall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcer and a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decre i r sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the mote for attorneys lees. Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, procuring all such abstracts of title, title searches and exat finations, guarantee policies. Torrens certificates, and similar dats and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to suc, decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragr ph her moned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at it. As of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, incl use probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed on any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure here to the reading which might affect the premises or the security recreated whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First on account of all costs and expenses incident to the forclosure procedure; in duding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof costif the secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all on more pall and interest remaining unpaid; fourth, any over-plus to Mortgagors, their heirs, legal representatives or assigns, as their rights or appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust D.-d., ne Court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or afte, s. e, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without exist to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee here ide may be appointed as such receiver. Such 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 and a deficiency, during the full statutory period for redemption, whether, here be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would 1 - nititled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection of such receiver to apply the net income in his hands in payment in whole of said period. The Court from time to time may also be the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by an decree foreclosing this Trust Deed, or any tax, special assessment or other lieu which may be or hecome superior to the lieu h reof or 's such decree, provided such

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be a viect to any defense which

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable limes and access 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 T stee be obligated to record of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, r, r, be it ole for any acts or omissions hereunder, except in case of his own gross needingenee or that of the agents or emply sees of Trustee, and

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfac or evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, recess ting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. When a relate is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note with he as a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the described herein, he may accept as the genuine principal note described herein, he may accept as the genuine principal note herein described any note which the described herein, he may accept as the genuine principal note herein described any note which the described herein, he he described herein, he had succept as the genuine principal note herein described any note which may be presented of the principal note and which purports to be executed by the persons herein described herein, he may accept as the genuine principal note herein described any note which burports to be executed by the persons herein described herein, he may accept as the genuine principal note herein described any note which purports to be executed by the persons herein described herein, he may accept as the genuine note herein described any note which purports to be executed by the persons herein described any note which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein described herein, he may accept as the genuine may be a contained of the principal note and which purports to be executed by the persons herein described herein, he may accept as the genuine may accept as the genuine ma

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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 resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of its 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 Trus Deed.

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.

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been	identified	herewith	under	Ide	ntifi	icatio	on No		

Truste

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