UNOFFICIAL COPY

1 UEC 15 1/1 19 58 SEC-16-10 107, 4 g m o g - The Control of the The Above Space For Recorder's Use Only 21 344 664 THIS INDENTURE, made December, 10th. 1970 hetween Anthony Andrews and Carol Andrews. his wife R.A. Eiden 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 Style Builders and delivered, in and by which note Mortgagors promise to pay the prince. Three thousand one hundred eighteen and 80/100 principal sum of on the balance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest 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. Pifty one and 98/100 Dollars on the ... 8th. day of Pebruary 19.71 and Pifty one and 98/100 Dollars on the ... 8th. day of each and every 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 ... 8th. day of January 19.76 all such payments on account of the indebtedness evidenced by said note to be applied first to accured and inpaid interest on the unpaid principal balance and the remainder to principal. The portion of each of aid installments constituting principal, to the extent not paid when due to bear interest after the date for payment thereof, at the rate of per cent per annum, and all such payments being made payable at ... 8ank of Lincolnwood. per cent per annum, and all such payments being made payarle at per cent per annum, and all such payments being made payarle at per cent per annum, and all such payments being made payarle at the per cent per annum, and all such payments being made payarle at the per cent per annum centaining into time, in serving appoint, which note further provides that at the electron of the legal holder thereof and without notice, the principal varieties one due and payable, at the place of payment aforesaid, in case default shall secur in the payment, when due of any installment of principal or interect it is coordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained on, the Trust Deed (in which event electron may be made at any time after the expiration of said three days without notice), and that all parties therefor seve all, waive presentment for payment, notice of dishonor, protest and notice of protest. NOW THEF / FF RF, to secure the payment notice of dishonor, protest and notice of protest.

NOW THEF / FF RF, to secure the payment of the said principal sum of mone Yand interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be 1 "Surrend, and also in consideration of the sum of One Dollar in hand paid, the receipt wherein 6 herein contained. Mortgagors by trace presents CONNEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, it leand interest therein, situate, bying and being in the

Village of Frank in Pa's COUNTY OF Cook

AND STATE OF HAINOIS, to with Lot 1, B'ock 5 in Westbrook Unit #6 being Mills and Sons' Subdivision in the E. $\frac{1}{2}$ of Section 28, Township 40 North, Range 12. which, with the property hereinafter described, is referred to neren, as the "premise,"

TOGETHER with all improvements, tenements, casen rits, at I appear ances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which tents, issues and profits are pledged primarily and on a parity with said real estate and not vectorially), and all fixtures, apparar as compent for a raticles now or hereafter therein or therein used to supply head. Stricting the foregoing, secrets, window shades, awrings, storm do its adjustment of the foregoing are declared and agreed to be a part of the mortgaged primarily indicated there to rite on, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

To HAVE AND TO HOLD the premises unto the said Trustee, its or assigned examples to the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The constitution of the premise are made a part hereof the same as heigh they were here set out in full and shall be binding on Mortgagors, their beits, successors the day and year first above written. (Sea. + Carol dulieus) Anthony Andrews (Seal) I, the undersigned, a fotary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Anthony Andrews and Carol Andrews, his wife personally known to me to be the same person 9 whose name 4 dre subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 1, 99 signed, sealed and delivered the said instrument a 1, 199 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. day of December 19 70 General 1974 2404 W. Brook Drive Franklin Park, Illinois NAME Bank of Lincolnwood THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

ADDRESS 4433 W. Touhy Ave.

RECORDER'S OFFICE BOX NO. .___ _ ___

OR

STATE Lincolnwood, Ill. ZIP CODE 60646

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, redore, or tebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics liens or liens in favor of the United States or other heres or claims for hen not expressly subordinated to the lien neared; (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 satisfactors evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time ain shulding or buildings now or at any time in process of creation 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, turnish to Trustee or to holders of the note the original or duplicate receipts therefor. To present default hereunder Mortgagors shall pay in tall under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mergagors 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 satisfactors to the holders of the noice, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the noice, such rights to be evalenced by the standard morting gaed clause to be attached to each noise, and shall deliver all policies, including additional and renewal policies, to holders of the noice, and in use of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- ase of insurance about to expire, shall deliver renewal policies not less than ten days prof in 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 of Mortgagors in any form and manner deemed expedient, and 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 principal as a six and or fortering affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes bettern authorized not a species paid or incurred in connection therewith, including reasonable automics fees, and any other moneys advanced by Trustee or the house? or the note to protect the mortgaged premises and the line hereof, plus reasonable comparation to Trustee for cack matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payably in a notice and with interest thereon at the rate of sever per cent per annum function of Trustee or heiders of the note shall never be considered as a wayeer of any right accuming to them on account of any default hereunder on the part of Mortgagors.
- 5. Th. "fine" on the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to in this statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or ato the validity of any tax, assessment, sale, forfeither, tax hen or rule or claim thereof.
- 6. Mortgagors shill not each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the index of the principal note, and without notice to Morgagors, all impaid indebtedness secured by this from Deed shall notwithstanding anything in the nincipal note or in this Trust Deed to the contrary, become due and pasable when default shall occur and continue for three days in the performance of any other accomment of the Morgagors herein contained.

 7. When the indebtedness no possecured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or irustee shift have the right to foreclose the inen hereof and also shall have all other rights provided by the laws of Illinois for the entorcement of a mort aged, bit in any suit to foreclose the lien hereof, the shall be allowed and mixinged as additional indebtedness in the decree for sale all exp additing and expenses which may be paid or incurred by or on behalf of Finsiee or holders of the note foreclose the lien hereof, therefore shall be allowed and mixinged as additional indebtedness in the decree for sale all exp additing and expenses which may be paid or incurred by or on behalf of Finsiee or holders of the note for sale all expenditure and expenses which may be paid or incurred by or on behalf of Finsiee or holders of the note for twicking may be estimated as to tiens to be possessed to the decree with respect to the foreclose of the note for sale and the proposal states of the soft may be additional indebtedness secured her by a different of the decree with respect to differs of the note may deem to be reasonably processars whether to prospect the soft may be additional and behalf to the note may deem to be reasonably processars which greatest and expenses of the nature in the paragraph mentioned shall be comes or much additional indebtedness secured her by a different behalf as any action, such as prospecting which might affe
- 8. The proceeds of any forcelesure sale of the premises of ill be distributed and applied in the following order of priorits. First, on account of all costs and expenses incident to the forcelesure proceedings, i.e. be first of such items as an emintioned in the proceeding pracaraph hereof second, all other items which under the terms hereof constitute secured if acts liness additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest treat aim guinpaid, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint, to foreclose the Taxt Deed, the Court in which such complaint is tiled may appoint a receiver of said premises. Such appointment may be made either before or afters all their thought notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard it the Upon a due of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as such resists shall have power to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and, sears of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any fur her mises when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers under may be necessary or are usual in such cases for the protection, possession, control, management and operation of the prime set during, as whole of the profits of the foreclosing this Trust Deed, or any fax special assessment or other line which may be completed in the hereof or of such decree, provided such application is made prior to foreclosure sale. (2) the deficiency in case of such and between the advances had a substant as
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be good and available to the party interposing same in an action at law upon the note hereby secures.
- mitted for that purpose.

 2. Trustee has no duty, to examine the title, location, existence, or condition of the premises, nor shall, it size be obligated to re this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lia be for any acts or ome hereunder, except in case of his own grows negligence or misconduct or that of the agents or employees of Trustee, and he in require indems 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 satisface a corder—that 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 of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the all includes hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success or trustee may accept as the genuine note herein described any note which bears a certificate of identification part, "a be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and mice part ports 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 orm paid note herein described any note which has be presented and which conforms in substance with the description herein contained of the principal trustee and he has note herein described and which purports to be executed by the persons herein designated as makers thereof.

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. Gerald Mohrbacher 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 country in which the premises are stutated shall be second Successor in Trust 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 table 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.
Form 102 Bank of Lincolnwood 1m r

SEND OF RECORDED DOCUMENT