## **UNOFFICIAL COPY**

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THIS INDENTURE, made

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TRUST DEED

December 15, 1970 , between

ELIGE FRANKLIN and ETHEL M. FRANKLIN, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

delived in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as follows:

per cent per annum in installments (including principal since and interest in accordance with the terms, provisions and limitations of the suncertage of the consideration of the suncertage of the consideration of the suncertage of the properties of the note and interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covanities and agreements herein contained, by the Mortegagos to be performed, and also in consideration of the suncertage of the consideration of the

Lot 73 in A. F. Doremus Addition to Chicago in the North East Quarter of Section 15, Township 39 North, Pange 13, East of the Third Principal Meridian, in Cook County, Illinois.



deed) are incorporated herein by reference and are a part hereof and shall be

Kennett C. Rule

Notary Public in and for and residing in said County, in the State Maiesaid, DO HEREBY CERTIFY THAT Elige Franklin and Ethel M. Franklin, his wife who are personally known to me to be the same person B whose pame B are they

rument, appeared before me this day in person and acknowledged that, wered the said Instrument as their free and voluntary 19 day of Occessiber

Cowell Offere

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

1. Mortgagers shall (1) promptly repair, restore or rebuild any buildings or improximents tower becediter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from inchange's or other been or elamps for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a bine or charge or the premises superior to the lien hereof, and upon requires exhibit satisfactory evidence of the discharge of such proto here to Trustees or to builders the note, (4) complete within a resonable 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 municipal ordinances with remote to the remotes and the nor through extra the control and control does not be a control of the control of the nor through extra the control of the control of the nor through extra the control of the control of the nor through extra the control of the control o

2. Mortegors shalt pay before any penalty attaches all general tases, and shall pay special tases, special saxsminnts, were charges, sewer service charges.

2. Mortegors shalt pay before any penalty attaches all general tases, and shall pay special tases, special saxsminnts, were charges, against the premises when due, and shall, upon written request, farmin to Tracte or to holders of the note duplate receipts therefore. To represent the hereinfore Mortegors shall pay in full under protest, in the manner provided by statute, as or assessment which Mortegors may desire to remember the second process.

3. Mortgagers shall keep all buildings and improvements now in breafter situated on said premises mured against loss or damage by fire, hightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in ease 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 and renewal policies, to holders of the note, and in ease 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, Triance of the holders of the note-may, but need not, make any payment or perform any act hereinhefore required of Mortigagors in Juny forms and manjor decimed expedient, and may, but need not, make full or partial paymos of principal or interests on prior encumbrances, if any, "of purchase, discharge, compromise or vettle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affect; it, if premises or connect any tax or assessment, All moneys paid for any of the purposes herein unthorreed and all expenses paid or incurred in continue herewish, including atterneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lie. In city flust reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional micheledness secured hereby and shall become immediately due and payable without notice and with meters thereon at the rate of seven per cent protection.

5. The Trace or the holders of the note hereby secured making any payment hereby authorized relating to taxes or accessments, may do so according to any bill, atem in or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into

6. Morgage of air ay each titm of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of it on it, and without notice to Mortgagers, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or in this Trüst. At it the contrary, become due and payable (a) Immediately in the case of default in making payment of any instalment of principal or interest on the notic, or 3) hen default had linear and continue for three days in the performance may other agreement of the Mortagois herein

T. When the indebte hee, he by secured shall become due whether by acceleration or otherwise, holders of the note or Truitee shall have the right to foreclose the lien hereof, here shall be allowed and included as additional indebtedness in the detecte for sale all expenditures and expenses with my be gained incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appaiser' fees outlays for documentary and expire evidence, stenongaphers' charges, publication costs and costs (then may be estimated as to items in the expended and assurances with respect to title a T-nee or holders of the note may deem to be reasonably necessary other to prosecute such suit or to evidence to hidders at any sale which may be bettimated to the control of the note may deem to be reasonably necessary other to prosecute such suit or to evidence to hidders at any sale which may be bettimated to the control of the note may deem to be reasonably necessary other to prosecute such suit or to evidence to the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest probates and bankruptcy proceedings to ship he it of them shall be a party either as plantiff, charmout of defendant, by reason of this treat deed or any indebtedness hereby secured; or (b) prepar ton for the estimate of any phenatement of any static layer with might not foreclose whether or not actually commenced; or (c) prepar ton for the defense of any phenatement out of processing with might affect the premises of the security of the defense of any phenatement of the security of

8. The proceeds of any foreclosure sale of the premise and be distributed and applied in the following order of priority: First, on account of all costs agreement to the foreclosure proceedings, in uding 1 such items as are mentioned in the preceding paragraph hereof, second, all other item which under the terms hereof constitute secured indebt dieses at litional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; I utth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

Such appointment may be made eithen before or offer sale, then instruct, without regard to the sollwarey or moderney of Mortgagers at the time of application for such receiver and without regard to the time, and application for two the receiver and without regard to the time of application for such receiver and without regard to the time. The remises of whether the same shall be then occupied as a homestead or not and the Tussee hereunder may be appointed as such-receiver. Such receiver shall have power to collect the reits, issues and profits of said premises during the pendency of such forefocuser used and all additions and all additions and all other powers which may be meckenary or a receival in such assets for the profit of the p

11. Trustee or the holders of the note shall have the right to inspect the prem, es at all reasonable 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 grem es, or to inquite into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Tru ce be obligated to record this trait deed or to exercise any power herein green unless expressly obligated by the terms needed, nor be lable for any acts or e.g. or her trust except in case of its own grows neighbore or or or the trust except in case of its own grows neighbore or or or or or the trust except in case of its own grows neighbore or

13. Trustee, shall release this trust deed and the len thereof by projet instrument upon press taits of satisfactory evidence that all indebtedness secured by his trust deed has been fully paid; and Trustee may execute and deliver a release hereof to a star quest of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness need y secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such accepts are may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior true of the contract of the note and which purporting to be placed thereon by a prior true of the contract of the note and which purports to be placed thereon by a prior true of the contract of the contract of the note of the contract of

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registra of Titles in who it instrument shall have been recorded or filed. In ease of the resignation, inability or refusal to act of Trustee, the then Recorder of Deceds of it count in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authorit as are haveing given Trustee, and any Trustee or successor shall be entitled to reasonable commensation for all acts performed hereunder.

15. This Trays Doed and all provisions hereof, shall extend to and be binding upon Martegora and all persons claiming. Let re through Mortegoras and the horizon state of the most "Mortegoras" when used herein stall include all such persons and all persons table for the payment of the index every any part threed whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument ... It is construed to mean "notes" when note is used.

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No.

CHICAGO TITLE AND TRUST COMPANY

leman Jarcia

MAIL TO:

Mr. William Heftel
30 North LaSalle Street
Chicago, Illinois 60602

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE

4331 West Adams Street

Chicago, Illinois

Com

PLACE N RECORDER'S OFFICE BOX NUMBER\_\_\_\_\_

END OF RECORDED DOCUMENT