21. 360 856



TRUST DEED

558613

THE ABOVE SPACE FOR RECORDER'S USE ONLY

CTTC 7 THIS INDENTURE, made November 30,

ARTHUR HODSON AND IRIS E. HODSON, his wife
herein referred to as "Mortgagors," and
CHICAGO TITLE AND TRUST COMPANY
an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

STYTEEN THOUGAND AND MO (100 - (S16 000 00) - Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and do great 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 of as provided in Instalment per cent per annum in instalment (including principal and interest) as follows:

ONE HUNDRED TWENTY EIGHT AND 90/100 (\$128.90) Or More 15th Dollars on 15th Dollars on

Lot No. 71 in Tierra Grande, raing a subdivision of part of the Southeast One Quarter (in 1/4) of Section 3, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto below any long and during all such times as Mortgagors may be entitled thereto (which are pledged primarly and on a sea and all apparatus, equipment or articles now or hereafter therein or thereon such to supply heat, gas, air to (whether single units or centrally controlled), and ventilation, including (without respricting the foregoing) windows. floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a supply and the supply of the suppl ents, issues and profits thereof said real estate and not second g, water, light, power, refriger window shades, storm door

re real estate. said Trustee, its successors and assigns, forever, for the purpose, and upon the mand trusts becoin set virtue of the Homestead Exemption Laws of the State of Illinois, which aid to his and benefits the

This trust deed consists of two pages. The covenants, conditions and provisions appeared trust deed) are incorporated herein by reference and are a part hereof and shall be appearing on page . (the reverse side of this

ibaa' aforesaid, DO HEREBY CERTIFY THAT Notary Public in and for and residing in said County, in the State aforesaid,
Arthur Hodson and Iris E. Hodson. his wife

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUET DEED dated November 30 , 1971 , between ARTHUR HODSON AND IRIS E. HODS(N. his wife, Mortgagors, and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, Trustee

The mortgagor agrees that in order to more fully protect the security of this mortgage, mortgagor shall deposit with the holder of the Note on the 15th day of each month, beginning on the 15th day of February 1971, one-twelfth (1/12) of the mount (as estimated by the holder of this mortgage) which will be sifficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year.

The holder of the Note shall hold such monthly deposits in trust without any all or inces of interest, and shall use such funds for the payment of such items when the same are due and payable.

If at any time the fund so held by the holder of the Note is insufficient to pay any surn item when the same shall become due and payable, the holder of the Note shall advise the mortgagor of the deficiency, and mortgagor sral, within ten (10) days after receipt of such notice, deposit with the holder of the Note such additional funds as may be necessar, to pay such items.

Failure to meet any deposit when cue shall be a breach of this mortgage.

If at any time there shall be a default in any of the provisions of this mortgage, the holder of the Note may, at its option, apply any money in the fund on any of the mortgage obligations and in such order and manner as it by elect.

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Arthur Hodsor
Iris E. Hodson

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Sidny R. Olsen

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

is surriging shall (1) prompty repair, restore of rebuild any buildings of improximents now or licreafter on the premises which may become damaged or be destroyed; (2) keep said premises in good conditions and repair, without waste, and free from mechanics or other fines not claims for lien not expressly 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 requires exhibit starsfactory evidence of the discharge of such prior lien to Trustee or to indefer of the note; (4) complete within a reasonable time any building or buildings now fit at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinates with respect to the premises and the use thereof; (6) make un material hereaftens to add members seen to a remarked by the control of the premises and the use thereof; (6) make un material hereaftens to add members seen to a remarked by the control of the

2. Mortgagurs shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, foure source charges, and other charges against the premises when due, and shall, upon written request, furnish to Truxce to to holders of the not duplier, receips therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors that the contest.

3. Murtgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by first fightning or top any in full the indebtedness secured hereby, all in companies attitudes y sufficient either to pay the tost of replacing or repairing the same or top any in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance politicis payable, in case of loss or shall do, see all politices, including additional and renewal politicis, to holders of the note, and in case off insurance about to expire, shall deliver renewal politicis, to the politicis payable prior to the respective dates of expirations.

Mortgagers in any form authorities deviced in inducers in the following but need not, make any payment or perform any act hereinbefore required of any, and protective, discharge, comprome to redefent, and may but need not, make full or partial periods of principles of interest in prior encumbrances of any, and protective, discharge, comprome prior encumbrances affecting said primities or context any tax or assessment. All moneys paid for partial period in the following authorized and all expenses paid or incurred in connection therewith, including attorneys (see, and any other moneys advanced) by offer purposes the holders of the note to protect the mortgaged premises and the hereof, plus reasonable compensation to Trustee for each matter concerning object the mort and the may be caken, shall be so much additional indictiveness secured hereby and shall become immediately due and payable without notice and with mieriest cave device per actual reverse in heaction 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 hereory or only part of Mortgagors.

o any bits, laterment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate protucted from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of "vi tax, assessment, sale, forteiture, tax lien or title, or claim thereof.

More right bill now a such assessment, sale, forteiture, tax lien or title, or claim thereof.

6. More years shall pay each item of indebtedness better mentioned, both principal and interest, when due according to the terms hereof. At the option of the hole is a summary of the principal and interest, when the principal or in the horizon of the hole is a summary of the principal or in this Trus. Deer to 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 notice of the principal or interest on the notice of any other gargement of the Mortgagors herein herein.

7. When the ind steed is hereby secured shall become due whether by acceleration or otherwise, holders of the dote or Trustee shall have the right to freechose the line sector in any sout to froechose the line hereof, three shall be allowed and included and defined indebtedness in the decree for sale all forces on the line of the state of the sale all forces on the line of the state of the sale all forces on the sale of the sale of the sale all forces on the sale of the

8. The proceeds of any forteliosure sale of the remind shall be distributed and applied in the following order of priority: First, on account of all costs and expenses madent to the fateelooure proceding and such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof assistants excured any ordeness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their fleirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to for close t is trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after ale, will out notice, without regard to the ten occupied as a homestead or not and the application for such receiver and without regard to the thin value of the premises of whether the same shall be then occupied as a homestead or not and the fraviece hereunder may be appointed as such receiver. Such a few abilities of the premise during the full statutory period of redemption, whether there be redemption or not, as well as during any further out and, in case of a sale and a defi servestion of such receiver, sould be entitled to collect such retract, since and profits, and all other powers which may be necessary or are usual in such a such the receiver, sould be entitled to collect such retract, since and profits, admit the powers which may be necessary or are usual in such a such as the profits of the powers which the such as the profits of the premises during the whole of said period. The Court from time to time may and vitee he received to apply such assessment of under line holds to describe the profits of the profits o

party interproving same in an action at the upon the note needy secured.

It Trustee or the holders of the note shall have the right to impect the remises the remises and access thereto shall be permitted for that

12. Trustee has no duty to examine the title, location, existence or condution. The pt mises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signature is on the note or trust deed, now that. Trustee the obligated or bright of this trust deed or to exercite any power therein given unless expressly obligated by the terms hereof, nor be liable for any accompanient or the contraction of the contractio

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon recent itom of assisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may accept as true for after maturity thereof, produce and exhibit to Trustee the note, representing that all indoord cas hereby secured has been paid, which representation frastee may accept as true without miguity. Where a release is requested of a successor trust, e. w. in successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a product. Where a remainder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein dam add as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note deep acid, even it may accept as the note herein described any note which may be presented and which purports to be executed by the profit on herein contained. It is you and which purports to be executed by the profit on herein contained.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of title in which this instrument shall have beer recorded or filed: in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Dee 5 in the county in which the premises are structed shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and 5 mority as are herein given Frustee, and any Trustee or successor shall be outsided to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortagars and all persons claimir under rethrough Mortagars. And the word "Mortagars" when used herein shall include all such persons and all persons liable for the payment of it indebt dieses or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument this is construed to mean "intest" when more than one note is used.

16. TAX DEPOSIT RIDER ATTACHED.

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. 12-613

CHICAGO TITLE AND TRUST CO II ANY,

Assistant Trust , fice.
Assistant Secretary

Assistant Secretary
 Assistant Vice President

MAIL TO:

america National Bank of Trust Co. of Chyr to talle at Fachington Steaset Chesage, Ill 60690

X PLACE IN RECORDER'S OFFICE BOX NUMBER 221

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

18921 Willow Street

Country Club Hills, Illinois

ENDEDE RECORDED COGUNERS