GEORGE E. COLE® FORM No. 206 LEGAL FORMS May, 1969	Like to the
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TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	JAN-15-71 1 7 8 8 3 2 • 21371901 • A Rec 6.10
21 371, 901,	The Above Space For Recorder's Use Only
Decemb	er 23rd 19 70 between David Tscheyka and Sara Tscheyka,
THIS IN JET TURE, made Decemb	herein referred to as "Mortgagors," and
herein referred to 15 " rustee," witnesseth: termed "Installmet N to" of even date he	George J. Harris  That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, rewith, executed by Mortgagors, made payable to Bearer
and delivered, in and by which note Mortgag	ors promise to pay the principal sum of SEVEN THOUSAND SEVEN HUNDRED FORTY  Dollars, yand interest form pre computed therein
AND THE PROPERTY OF A PROPERTY OF THE PROPERTY	how my phonographic the protection of the protec
E7	ONE HUNDRED TWENTY NINE AND 09/100 Dollars 19 71 and ONE HUNDRED TWENTY NINE AND 09/100 Dollars
OFF down of such and open mon	the reafter until said note is fully paid, except that the final payment of principal and interest, it not
14	Documber 10 75 - all such nayments on account of the indepledness evidenced
by said note to be applied first to accrued at	ind inpaid interest on the unpaid principal balance and the related to principal, the principal balance and the related to principal, the principal balance and the related to the re
1 1.5(76% per cent per conser and all such pa	ayments being it ide payable at Geoff rey Acceptance Corp. 31 1 March Cicero
Chicago, Tllinois of HPM of other place as t at the election of the legal holder thereof and become at once due and payable, at the place o or interest in accordance with the terms therest contained in this Trust Deed (in which event	he legal older of the note may, from time to time, in writing appoint, which note further provides that without nowe, are rinciplal sum remaining unpaid thereon, together with accrued interest thereon, shall f payment afor said in case default shall occur in the payment, when due, of any installment of principal of or in case default shall occur and continue for three days in the performance of any other payment of or in case default shall occur and continue for three days in the performance of any other payment election may be may at any time after the expiration of said three days, without notice), and that all continues the provider of the corp protest and notice of protest.
NOW THEREFORE, to secure the pay limitations of the above mentioned note and Mortgagors to be performed, and also in cr. Mortgagors by these presents CONVEY and and all of their estate, right, title and interes	ment of the said princip sur of money and interest in accordance with the terins, provisions and of this Trust Deed, and the proper nance of the covenants and agreements herein contained, by the onsideration of the sum of O. Dollar in hand paid, the receipt whereof is hereby acknowledged, WARRANT unto the Trust 2, it or his successors and assigns, the following described Real Estate, it therein, situate, lying and bein in the
Village of Skokie	
il i Namel Itaal of the following	described property: lot 1: (except the North b.0 feet thereof as
managered on the West line) and	d the North 18.0 feet (as measured on the West line) of Lot 10,
in Block 2 in Northside Real	ty Co.'s Demoster Golf Course Arst Addition, a subdivision in the
	t 1/4 of Section 23, Township 1 No th Range 13, East of the
Third Principal Meridian	ALSO
	The second secon
the following described prope	red on the North line and South line) of the 'ort. 1/2 of rty: Lot 15 (except the North 6.0 feet ther of as measured
on the West line) and the Nor	th 18.0 feet (as measured on the West line) of 10: 6 in
	Co's. Dempster Golf Course First Addition a Subdivisor in
☐ the Northeast 174 of the Sout	heast 1/4 of Section 23, Township 41 North, Range 13 East
	ng to David Tscheyka - December 23, 1970) 21. 36. 501.

(Part of description belonging to David Tschevka - December 23, 1970)

## UNOFFICIAL COPY

which with the property herianshire described in referred to herein or the "premises."  which with the property herianshire described in referred to herein or the "premises."  which with the property herianshire described in referred to herein or the "premises."  to long and during all such times as Mortgagors may be cultied therein, which reast, issues and profits are pledged primarily and on a party with and real entire and soil escondarily), and all future, an settle, such control which reast, issues and profits are pledged primarily and on a party with and real entire and soil escondarily), and all future, an settle therein which reads issues and profits are pledged primarily and on a party with and real entire and soil escondarily), and all future, an settle, experient or more centrally controlled), and ventilation, including (without a prematical profits and secondarily). The control of the foregoing are desired and agreed to or per apparatus, quitipued or articles hereafter placed in the premises by Mortgagors or their and control of the mortgaged premises. Training the relations and adjusts and benefits whereafter and profits are premised as a single profits and adjusts and benefits whereafter and profits are premised as a single profits and adjusts.  The profits are profits of the profits and profits and profits are profits and adjusts.  Witness the hands and seals of Mortgagors the off and year first able written.  PERAGE PRICE PROFITS THE A STATE OF ILLINOIS  WITNESS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE A STATE OF ILLINOIS  WY COMMENS THE PROFITS THE	TOGETHER with all improvements, tene	reof the sar least and provided to the same and provided to the same and provided the same and provided the sar least and provided the sar least	s, issues and pro les now or here centrally contro floor coverings, there physically hereafter placed essors and assign the Homestead E as appearing on hough they wer	s, forever, for the gexemption Laws of page 2 (the reverse here set out in fu	purposes, and upon the u the State of Illiands, who se side of this Trust De ull and shall be binding  (Se
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## NOEEICIAL CO

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 rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics lies or lies in favor of the United States or other lies no celaims for lien not expressly subordinated to the lien hereof; (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 satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection 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, 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 contect.
- 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 satisfactor to the holders of the note under insurance policies payable, in case 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 reaval policies, holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case on insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of explication.

  4. In case of default therein, Trustee, or the holders of the note may, but need not, make any apprent or perform any act hereinhefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any any apprent or perform any act hereinhefore recommended in the contract of the contract of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or filler of earlier thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys (see, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction 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 hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assess a secording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of must be estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwing the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal to the est, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors, herein contained
- 1. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the lawst of Illinois for use enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, for one settificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procute such suit or to evidence to bijders at any sale which may be had pursuant to such decree the true constitution of the title to or the value of in per iese. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Tr. c. ...lders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to whice either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deced or any indebtedness hereby secure(ty Tr) apparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not a tually commence.
- 8. The proceeds of any foreclosure sale of the are mass shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute starts are independent to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and ir crest to maining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to fore lose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either better of after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and with. The right of the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appeted as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclos. "Air "od, in one of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during may be recessary or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all off. It is not control, management and operation of the premises carr ig the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole of in art of: (1) The indebteness secured hereby, or by any aut
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision he of shal be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reas and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises. ... shair this Trust Detd or to exercise any power herein given unless expressly obligated by the terms hereof, ne be thereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truste, satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien th reof by proper instrument upon presentation of satisfactor evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof (i) and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that "indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of, succes or trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification in uporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and "b has ports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and b has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
  - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrum

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustec. Leah N. Barris 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 county 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 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 Trust Deed.

IMPORTANT

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

The Historian Mote membered in the	
identified herewith under Identification No.	
• Trustee	

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END OF RECORDED DOCUMENT