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181	THIS INDENTURE, made thislstday of February , A. D. 19.71., between South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of the laws of the State of Illinois, not person ally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated the 29th day of January 19.71, and known			
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9	as Trust Number. 1491, herein referred to as "First Party," and			
-≯	Harold J. Gouwens			
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85	herein referred to as Trustee, witnesseth:			
9	THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even			
160-06-	date herewith in the PRINCIPAL SUM OF Seventeen Thousand Five Hundred and no/100's* * * * * * * * * * * * * * * * * * *			
÷	m.d. payable to BEARER and delivered, in and by			
丑	which said Note the First Party promises to pay out of that portion of the trust estate subject to said True. Acreement and hereinafter specifically described, the said principal sum and interest			
-	on the balar of principal remaining from time to time unpaid at the rate of 7 3/4 per cent per annum			
	in instalments a collows: One Hundred Forty Three and 67/100's* * * * * * * * * * * * * * * *			
	on the 1st as of April 19 71 and One Hundred Forty Three and 67/100's* * * * Dollars or more			
	on the lst day (leach month thereafter with the unpaid balance, if any, due on the lst day of March 1991.			
	In addition to the above pyments $1/12$ th of the annual tax and insurance shall be deposited with the holder of this note each month.			
	All such payments on account of 'e indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the r mainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said prin-			
	cipal and interest being made payable at such harding house or trust company in Dolton Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint-			
	ment, then at the office of First National Bank in Dolton in said City,			
	NOW, THEREFORE, First Party to secure the pay nent of the said principal sum of money and said interest in accordance with the terms, provisions and imitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt voier of is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Tamber, its successors and assigns, the following described Real Estate situate, lying and being in the Village of Dolton			
	COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 20 i. Fock 4 in William Olds Addition to Dolton, a Subdivision of the East 1/2 of the South ast 1/4 of Section 5, Township 36 North, Range 14, East of the Third Principal Mericial, in Cook County, Illinois.			
	700			
	In the event the property described herein is sold by the maker hereof, the law dedescribed herein shall be due and payable in full instanter. Provided however that the holder of or owner of note may consent to release of this provision for a celeration.			
	0.			

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or 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 request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable 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 respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire 'o contest; (9) keep all buildings and improvements now or hereafter situated on said premises desire 5 contest; (9) keep all buildings and improvements now or nerelater situated on sain premises insural against loss or damage by fire, lightning 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 or to pay in full the indebtedness secured hereby, all in companies satisfactory 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 the videnced by the standard mortgage clause to be attached to each policy; and to deliver all policies, in udig additional and renewal policies, to holders of the note, and in case of insurance about to expire, to .-!) er renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the body of the note may, but need not, make any payment or perform any act hereinbefore set forth in any for and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other first lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest my tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or increed in connection therewith, including attorneys' fees, and any other moneys advanced by Truste. 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 addit mal i debtedness secured hereby and shall become immediately due and payable without notice and with int rest 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 of the provisions of this paragraph.
- 2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according any bill, statement or estimate procured from the appropriate public office without inquiry into the accur cy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tire or laim thereof.
- At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notweet or his rate, its successors or assigns, all unpaid indebtedness secured by this trust deed to the contrary, become due and payable (a) immedia elvir the case of default in making payment of any instalment of principal or interest on the note, or (b) if the event of the failure of First Party or its successors or assigns to do any of the things specifically set force in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time; to the expiration of said three day period.
- 4. When the indebtedness hereby secured shall become due whether by ecceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof.

In any suit to foreclose the lien hereof, there shall be allowed and included as add tional irdebtedness in an any sun to forecose the hen hereof, there shall be allowed and included as add tional indebteness in the decree for sale all expenditures and expenses which may be paid or incurred by or o. 'eh. if of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for docum.n' ry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and e ami ations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as "r seee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evi ence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the ra'us of the premises. 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 Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness 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 First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this 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 sale, without notice, without regard to the solvency or insolvency at the time of application for

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such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to 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 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 of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during 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 or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable these and access thereto shall be permitted for that purpose.
- 8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own growine ligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactary to it before exercising any power herein given.
- 9. It is see shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfact ry evidence 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 throof produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance, the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein describ d any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
- 10. Trustee may resign by instructer in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been re-orded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorded of Deeds of the county in which the premises are situated shall be 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.

THIS TRUST DEED is executed by the South Holland Trust & Savings Bar', not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon ar', vested in it as such Trustee (and said South Holland Trust & Savings Bank, hereby warrants that it 10500 sees full power and authority to execute this instrument), and it is expressly understood and agreed that rething herein or in said note contained shall be construed as creating any liability on the said First Party — an said South Holland Trust & Savings Bank personally to pay the said note or any interest that may acrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein on unined, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter "d iming any right or security hereunder, and that so far as the First Party and its successors and said South Holland Trust & Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment the of the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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STATE OF ILLINOIS. ?

COUN	TY OF COOK, ' \ s		
	[,		, a notary public in and
for said		e aforesaid, do hereby certify that	
Vice		th Holland Trust & Savings Bank, a	
		.,Secretary of said Corp	
		s whose names are subscribed to th	
		dent and Secret	
		and acknowledged that they signed	
		voluntary act and as the free and vo poses therein set forth; and the said.	
		ledge that he as custodian of the cor	
		rate seal of said Corporation, to said	•
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