## UNOFFICIAL COPY

|  |  |  |  | U  | 17 C. S. 1881  | ,,,,   | 405  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| TF   | RUST DEED  | (Ittinois)   |  |  | ) 15   | 22   | 487, 572   | 2 COOK COUNT   |  |
| (Monthly   | use with Note<br>y payments inc  | (Illinois)<br>Form 1448<br>(luding interest)   |  | SEP-24-73  | 6885   | 98 • 27  | 401, 31 <u>2</u><br>2487572 •  | A Rec  | 5.00   |
|  |  |  |  |  | The  | Above Space  | For Recorder's U   | na Only  |  |
| THIS INDEN   | TURE, mad  | Septem   | ber 20.  | 19 7   |  |  |  | a Widow  |  |
|  |  | Nation   |  |  |  |  |  | referred to as "Me   |  |
| herein referre   | d to as "Tru   | stee," witnesseth  | That, Wh   | erens Mortgage   | ors are justly   | indebted to  | he legal holder  | of a principal pro   | missory note,  |
| termed Trists  | iliment Note,  | or even date   | nerewith, ex   | secuted by Mo  | rtgagors, mac  | de payable to  | Bearer   |  |  |
|  |  | hich note Mortg  |  |  |  |  | exxerexxxxx  | x  |  |
| KXXXXXXXX  | <b>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</b>   | Ceeconockxee   | SKIKKKKKKI   | <b>ENCINE PRODUCTION</b>   | BEXEXOEXAEXX   | XXXXXXXXXXXXX  | <b>СОПИРАТИВНИЕ</b>  | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   |  |
| or the 10  | th day of .  | November_  | , 197.3  | and _ Fift   | y Five a   | nd 44/100  |  |  | ====-Dollars   |
| so mer laid, s   | shall be due   | on the 10th.   | . day of   | October  | 19 80  | .: all such pay  | ments on accou   | nt of principal and<br>nt of the indebted  | ness evidenced   |
| by a successful of said instal   | to be applied<br>liments const   | first to accrued ituting principal.  | and unpaid<br>, to the exte  | interest on the  | e unpald prin  | cipal balance a<br>bear interest a   | nd the remainder<br>fter the date for  | to principal; the p  | ortion of each<br>at the rate of   |
| pc.  | ce. t per ann  | um, and all such   | payments b   | eing made pays   | ble at Nat.  | ional Ban  | k of Albany  | Park in Chi  | CAGO   |
| at the election<br>become at one   | . of the length  | holder thereof a   | nd without n   | otice, the princ   | ipal sum remi  | sining unpaid the  | nercon, together t   | vith accrued interes   | t thereon, shall   |
| contained in t   | this I ust De  | ed (in which eve<br>alve presentmen  | ercor or in cuent election in the for payment  | nay be made at<br>nay be made at<br>nt, notice of di   | any timo aft<br>shonor, protes   | er the expiration through the contraction of the co | to days in the per<br>on of said three c<br>protest.   | formance of any o  | iner agreement  ), and that all  |
| NOW TI   | HEREPORE   | to cure the p  | sayment of the   | he said princip:<br>Frust Deed, an   | al sum of me   | ney and inter  | est in accordance  | with the terms,<br>coments herein con<br>whereof is hereby<br>following describe   | provisions and<br>stained, by the  |
| Mortgagors to  | o be perform   | nts CO', vEY a<br>ht, tit', and in-  | consideration was  | on of the sum  | of One Dol   | lar in hand p  | aid, the receipt and assigns, the  | whereof is hereby<br>following describe  | ncknowledged,<br>d Real Estate,  |
| C1t;   | y of Chi   | ego  | cou  | NTY OF   | look   |  | ANI  | STATE OF ILL   | INOIS, to wit:   |
| Lot 40<br>Ouerter  | in Block of the  | 2 in Hc me   | er and F   | enn's Subc   | iivision<br>on 20. To  | of the No<br>waship 38   | rth half of<br>North, Ran  | the South W<br>ge 14, East   | est<br>of the  |
| Third P  | rincipal   | Meridian,  | n Jook   | County, 1  | llinois.   | # <b></b>  | Nozen, Man   |  | 01 0110  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  | $O_{j}$  | 4  |  |  | f  |  |  |
|  |  |  | 0,   | 4  |  |  | $\int_{\mathbb{R}}$  | 500  |  |
|  |  |  | O,   | f <sub>C</sub>   |  |  |  | 500  |  |
| which, with<br>TOGET   | the property<br>THER with a  | hereinafter desc<br>ll improvements  | cribed, is refe, tenements,  | erred to he ein  | s the "prer  | nises,"<br>Ices thereto bel  | onging, and all r  | 5000 ents, issues and pro  | ofits thereof for  |
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## **UNOFFICIAL COPY**

## 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 mechanic's liens or leins in favor of the United States or other liens or claims 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, 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 contest.
- 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 indebtendess 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 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 use of insurance about to expire, shall deliver renewal policies to 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
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on no. encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or itle or claim thereof, or redeem from \_v tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized an all xpenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the hoter of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which r into herein authorized may be taken, shall be so much additional indebteness secured hereby and shall become immediately due and paya't, wif out notice and with interest thereon at the rate of seven per cent per annum. Intention of Trustee or holders of the note shall never be considered as waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The "rustr or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to "any b" statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall on each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the colders of the principal note, and without notice to Mortgagors, all uppaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case left it shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

  7. When the indebtedness icreby so and shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truste shall have the right to foreclose the lien hereof, there shall be allowed and included by the laws of illinois for the enforcement of a mc tagge cebt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all exp. moittures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's neer on lays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expensed and included as a "initial real" of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, "a "initial real" and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such uit o to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. "In addition, all expenditures and expenses of the nature in this pragraph mentioned shall become so much additional indebtedness secured hereby "a "inimediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of he note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them "ina" be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness bereby secured; or (b) preparation 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 affec
- 8. The proceeds of any foreclosure sale of the premises shall be d' tributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, incl. and all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in other less additional to that evidenced by the note hereby secured, with interest thereon us herein provided; third, all principal and interest tremaining the provided third, all principal and interest tremaining the provided the principal and interest tremaining the principal and interest tremaining
- 9. Upon or at any time after the filing of a complaint to foreclose this T us' De 4, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after st. e., v. thout notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as a previous of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as a previous or redemption, whether there be redemption or not, as well as during any further! mes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which my 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: \( \), \( \), \( \) in indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or leave 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 s.\( \) and \( \) and \(
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall oc so need 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 reasonable times and access thereto shall be permisted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee we or igated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any cits or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities 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 satisfactory wide ce 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 rejuest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that the first decidness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a 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 with the description herein of the principal note and with the principal note and with the principal note and with the principal note herein described any note which bears a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which has 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 instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, 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.

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No