## UNOFFICIAL COPY

با	COOK COUNTY ICCINOTS
	THE TOTAL BY COLEY FORM NO. 206 1 APPLY AND THE TOTAL PROPERTY OF
	LEGAL FORMS May, 1969 22 487 127
	22 401 121 A - Rec 5.10
	TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)  SEP-21-733 88 814 688 2 465 40 1124
	(Monthly payments including interest)
	The Above Space For Recorder's Use Only
	THIS INDENTURE, made September 10 19.73, between Burton W. Carlson and Jane Carlson, his wife herein referred to as "Mortgagors," and
	and Jane Carlson, his wife herein referred to as "Mortgagors," and ROBERT L. HEINTZ
	herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Beater
	termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer
	\$10,000,00
	and delivered, in and by which note Mortgagors promise to pay the principal sum of \$10,000.00  TEN THOUS' D AND 00/100
	on the balance of p. loci al remaining from time to time unpaid at the rate of88 per cent per annum, such principal sum and interest
	to be payable to Mindago NESSON MODERNO. ON OR BEFORE SEPTEMBER 10, 1974 XXX6556
	WEREXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	NAME DEPOSITATE HER HER HER HER HER HER HER HER HER HE
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	of said installments constituting or wind, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of
	88 per cent per annum, and all ich payments being made payable at BELMONT NATIONAL BANK OF CHICAGO
	or at such other piac as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof are without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall
	or at such other piac, as 'e legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof ar, without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the play of ayament aforesaid, in case default all occur in the payment, when due, of any installment of principal or interest in accordance with the terms there for in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which even, exciton may be made at any time after the expiration of said there days, whicher the stall and the stall of the stall and the stall occur and the stall occur and continue for three days in the performance of any other agreement
	parties thereto severally waive presentment for payr, notice of dishonor, protest and notice of protest.  NOW THEREFORE, to secure the payment of the wear principal sum of money and interest in accordance with the terms, provisions and
	NOW THEREFORE, to secure the payment of the principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of the principal sum of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideratic, of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT up Trustee, its or his successors and assigns, the following described Real Estate,
	Mortgagors by these presents CONVEY and WARRANT up to Trustee, its or his successors and assigns, the following described Real Estate,
	and all of ineit estate, right, title and interest therein, situa , lyin, and being in the
	Lots 10 and 11 in Block 3 in Enge.'s Oakton Street Subdivision in the
	Southwest & of Section 23, Townsn p 41 North, Range 13, East of the
	3rd Principal Meridian in Cook Courty, Illinois.
	This Trust Deed is given to secure payment not only of the note herein described but
'	also any future advances made by the holder to fort agor evidenced by additional
	notes and any renewal of said note or notes for said present or future indebtedness.
	which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER with all improvements, tenements, easements, and appurtenances there o b or ging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rest, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now c. her after therein or thereon used to supply heat, gas, water, light, power, refrigeration and sir conditioning (whether single units or centrally co are all, and wellation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor covering; in dor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically at ach of thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.  TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forey, for a purposes, and upon the uses
	TOGETHER with all improvements, tenements, easements, and appurienances there o b orging, and all rents, issues and profits thereof for so long and during all such times as Mortzagers may be entitled thereto, (which rents, issues, and or lifts are pledged primarily and on a parity with
	said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now c. her after therein or thereon used to supply heat,
	gas, water, inthi, power, retrigeration and air commoning (waterer aingle time or to the control of the control
•	of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically at act of thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed 'no premises by Mortgagors or their suc-
	cessors or assigns shall be part of the mortgaged premises.
	TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempti n Law of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and walve.
	This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the *, veres side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out 1. In 1 and shall be binding on
	are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out '. tal and shall be binding on Morfagors, their heirs, successors and assigns.
	Witness the hands and seals of Mortgagors the day and year first above written.
	PLEASE (Seal Dulayle) Ciclogram
	PRINT OR Burton W. Carlett
	TYPE NAME(S) BELOW
	SIGNATURE(S) (Scal) Jan Ca San (C-al)
	Jane Carlson
	State of Illinois Control of the undersigned, a Notary Public in and for sa. State of Illinois Control of the undersigned, a Notary Public in and for sa. State of Illinois Control of the undersigned, a Notary Public in and for sa. State of Illinois Control of the undersigned, a Notary Public in and for sa. State of Illinois Control of the undersigned of
	in the State aforesaid, DO HEREBY CERTIFY that Burton W. Carlson and Jane Carlson, his wife
	personally known to me to be the same persong, whose name g are
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
	diged that the extra signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and
	from and voluntary act, for the uses and purposes therein set forth, including the release and waive of the right of homestead.
į	Given under myster and bifficial seal, this 10th day of September 19 73.  Commission expires 23 September 28 19 73.
-	Commission expires 3 September 28 19 73 Notary Public
	ADDRESS OF PROPERTY:  3706/08 Oakton Street
	Skokie, Illinois 60076
	NAME Belmont National Bank of CMI cago he Above Address is for Statistical PURPOSE ONLY AND IS NOT A PART OF THIS REPORT OF TH
	MAIL TO: ADDRESS 3179 No. Clark Street   SEND SUBSEQUENT TAX BILLS TO:
	STATE AND Chicago, 111. ZIP CODE 60657
	CITY AND Chicago, Ill. ZIP CODE 60657
	OR RECORDER'S OFFICE BOX NO
	(Address)
97	
1.	に <del>はないという。 「「」 「「」 「」 「「」 「「」 「「」 「「」 「」 「「」 「「」</del> 「」 「」 「」 「」 「」 「」 「」 「」 「」 「」 「」 「」 「」

## 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 liens in favor of the United States or other liens or claims for lien nor teapressly subordinated to the lien herein; (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 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 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 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 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 case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

  In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on good the property of the purposes have a compromise or contest any tax or assessment. All morey paid for any of the purposes herein authorized and all property of the purposes herein authorized and the purposes herein authorized and the purposes herein authorized and the purpose herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable who the can dwith interest thereon a the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered a value of any right accruing to them on account of any default hereunder on the part of Mortgagors.

  5. The Trustee or he holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to an be'll, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or restimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

  6. Mortgagors when the such assessments are procured from the appropriate public office without inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall personable for indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hold according to the terms hereof, at the election of the hold according to the terms hereof, and without notice to Mortgagors, all unpaid 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 the default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness her by a curral shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of Train at a law the right to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of a more age debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure. —I expenses which may be paid or incurred by or on behalf of Trustee's field, appraiser's fees outlay for documentary and expert evidence, stengerspher's charget, publication costs and costs (which may be estimated as to items to be ex ended after entry of the decree) of procure all such astracts of title, litle searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceed such and under one of the state of the nature in this paragraph mentioned shall become so much additional indebtedness accured networks. mediately due and payable, with interest thereto at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the rate of seven per cent per annum, when paid or incurred by Trustee or holders of th
- 8. The proceeds of any foreclosure sale of the premises shall e distr buted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, inc uding all such liems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured by the note hereby secured, with interest thereon as herein provided; birth, all principal and interest trems into joint of the total control of the note hereby secured, with interest thereon as herein provided; birth, all principal and interest remaining inpaid; 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 forecless this 'rus' Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or afte, e. e. whout notice, without regard to the solvency or insolvency of Mortagors at the time of application for such receiver and without regard to the tint 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 shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in as of a saile and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other power of the protection, control, management and operation of the premises during the mole 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 obecome and the intervention of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof small 'e 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 secure .
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor she' ruste, be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be 1 able for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and h. . ay 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 evidences accured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence and elever a release hereof to and refer that all indebtedness accured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and refer maturity thereof, produce and exhibit to Trustee the principal note, representing hat all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a surerest trustee, such successor trustee may accept as the genuine note herein described any note, which bears a certificate of identification purports to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note rade of the principal note rade of the principal note described herein, he may accept as the genuine release is requested of the original truster and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine resented and which conforms in substance with the description herein contained of the rance all 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 ave
- been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
  shell 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 he 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 TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

SEND OF RECORDED DOCUMENT