UNOFFICIAL COPY

GEORGE E. C LEGAL FOR	MS FORM No. 2 MS May, 196		Chan	<u> </u>	RECORDER COOK COUNT	
TRU	JST DEED (Illinois) use with Note Form 1448 payments including interes	1077 SEI 25 AM 9 3	2 89634 • 22			
(Monthly :			89634 • 22	489526 -	A — Rec	5.10
	22 489 526		The Above Space Fo	r Recorder's Us	e Only	en gag Ing The was suppressed to the second
THIS INDENT	URE, made Septem	her 17, 19 73,	oetween Jerry D.		referred to as "Mo	
		Robert L. Heintz				, <u>, , , , , , , , , , , , , , , , , , </u>
herein referred termed "Install	nent Note," of even d	seth: That, Whereas Mortgagors a ate herewith, executed by Mortgag	ors, made payable to E	e legal noider (Bearer	ог а ргинсіраї рг	omissory note,
and delivered, i	n and by which note M	ortgagors promise to pay the princi dred Eighty one Dollars	oal sum of No/LOQ.OQ.	d interest from	September	17. 1973
on he balance	of principal remaining	from time to time unpaid at the ra	te of 55 & 45 per c	ent per annum,	such principal su	m and interest Dollars
(1 tb - 15t	h day of November	, 19 73 , and One Hund y month thereafter until said note i	lred and Five Do			Dollars
sooner pe'a, si	all be due on the _15	th day of October ued and unpaid interest on the uni	19_78_; all such paym	ents on accoun	t of the indebted	ness evidenced
of said install	ent constituting princ	ipal, to the extent not paid when such payments being made payable	due, to bear interest aft	er the date for	payment thereof,	at the rate of
at the election of	ar at ich other pla	ce as the legal holder of the note man	y, from time to time, in	writing appoint,	which note further	st thereon, shall
contained in U	is Trusced (in which	place of payment aforesaid, in case do thereof or in case default shall occ- event election may be made at any	time after the expiration	of said three d	formance of any cases, without notice	other agreement e), and that all
NOW TH	FREEORE to some	ment for payment, notice of dishon- payment of the said principal su- ce and of this Trust Deed, and the	n of money and interes	in accordance	with the terms,	provisions and ntained, by the
Mortgagors to Mortgagors by and all of their	be performed, and as these presents CONVE r estate, right, title and	e and of this Trust Deed, and the oin consideration of the sum of Y ar . W. RRANT unto the Trust int rest the rein, situate, lying and	One Dollar in hand paid ce, its or his successors a being in the	d, the receipt v and assigns, the	whereof is hereby following describ	acknowledged, ed Real Estate,
		COUNTY OF		AND	STATE OF ILL	.INOIS, to wit:
Lot 1 in	Block 8 in Sub	livision of Plock 5 of	Sheffields Addit	ion in the	East ½ of	the
O						miller media (15) (1991) val
Cook Cour	i * of Section 3 nty, Illinois.	32, Townslip 40 North,	Range li, East o	of the Thir	d Principal	Meridian in
Cook Cour	i ≥ of Section 3 nty, Illinois.	2, Townslip 40 North,	Range li, East o	of the Thir	d Principal	Meridian in
Cook Cour	₹ of Section 3	32, Townel to 40 North,	Range 14, East o	of the Thir	d Principal	Meridian in
Cook Cour	nty, Illinois.	described, is referred to herein as	Range 11, East o			
Cook Cour	nty, Illinois. the property hereinafter HER with all improvem	described, is referred to herein as entity, and an	Range 11, East o	nging, and all n	ents, issues and pi	ofits thereof for
Cook Cour	nty, Illinois. the property hereinafter HER with all improvem	described, is referred to herein as entity, and an	Range 11, East o	nging, and all n	ents, issues and pi	ofits thereof for
which, with d TOGETH so long and d said real estat gas, water, lip stricting the f of the foregoi all buildings a cessors or a	he property hereinafter IER with all improvem uring all such times as te and not secondarily), ght, power, refrigeratio oregoing), screens, wind ing are declared and agr and additions and all si igns shall be part of the	described, is referred to herein as tents, tenements, easements, and all Mortgagors may be entitled thereto, and all fixtures, apparatus, equipn 1 and air conditioning (whether sio we shades, awnings, storm doors are ed to be a part of the mortgaged milar or other apparatus, equipmen mortgaged premises.	h 'premises," p. rie and a thereto belo (wh.ch. em. issues and tent.o. artir ee low or h gile units or 'lat'ally ce d windows doo coveri remises whether 'n' soice t or articles be after pla	nging, and all n profits are pleds nereafter therein ontrolled), and mes, inador bed ally attached the aced in the prer	ents, issues and pr ged primarily and c or thereon used ventilation, includ s, stoves and wal reto or not, and mises by Mortgage	rofits thereof for on a parity with to supply heat, ing (without re- ter heaters. All it is agreed that ors or their suc-
which, with the TOGET's old of and distance as the standard estates, water, it is stricting the for the foregot all buildings accessors or asset TO HAN and trusts he said rights are	the property hereinafter. HER with all improvem tuning all such times. Here is a such times and the such times and the such times and the such times and additions and all signs shall be part of the E AND TO HOLD their set forth, free from de benefits Mortgagors.	described, is referred to herein as tents, tenements, easements, and all Mortragers may be entitled thereby, and all fixtures, apparatus, equipment, and air conditioning (whether sions shades, awnings, storm doors are ed to be a part of the mortraged milar-or other apparatus, equipment, mortgaged premises. The premises unto the said Trustee, it all rights and benefits under and do hereby expressly release and we	h 'premises." h 'premises." p ret an si thereto belo (which em issues and tent o, artir es ow or t gle units or a trally co d windows doc coveri- oremises whethe 'n sica t or articles he after pla s or his successors and as yy virtue of the Home te	nging, and all r profits are pled, hereafter therein nitrolled), and all ings, insdor bed ally attached the accd in the pre- ssigns forever, fe and Exer ption I	ents, issues and priged primarily and or thereon used ventilation, includ s, stoves and wal ereto or not, and mises by Mortgage or the purposes, a aws of the State of	rofits thereof for on a parity with to supply heat, ing (without re- ter heaters. All it is agreed that ors or their suc- nd upon the uses of Illinois, which
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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 liens or liens in favor of the United States or claims for lien not expressly bordinated to the lien herof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien herof, (3) pay then due any indebtedness which may be secured by a lien or charge on the premises superior to the lien herof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complet with 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 theroof; (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. Mortgagers 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 rewal policies, to holders of the note, and in ease of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore record of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior ancumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem for a r lax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and a ex eness paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee, or the hole, to go then note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which and the results of the protection of trustee or the matter concerning which and the protection of trustee or, holders of the note shall never be considered as a sense of the more shall never be considered as a major of my right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truster of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a / bi , statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or stimate or ir o? "validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof."
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holder of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the r in the local results and payment of principal or interest, or in the results hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby occured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trust: shall have the right to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a monometer of the interest of the note of attorneys fees, Trustee's fees, appraiser's fee out any for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be explained, and rentry of the decree to) procuring all substracts of tile, tille searchess and examinations, guarantee policies, Torrens certificates, and imile do a not assurances with respect to tille as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sur. It 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 ada, mall expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby an 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. Connection with (a) any action, suit or proceeding including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plantifit, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations or the commencement of any suit for the forcelosure hereof, whether or not actually commenced; or (c) proceeding the forcelosus whether or not actually commenced; or (c) proceeding the forcelosus whether or not actually commenced; or (c) proceeding the forcelosus whether or not actually commenced; or (c) proceeding th
- 8. The proceeds of any foreclosure sale of the premises shall be "...i*..cd and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including '... sur' items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeb "... ss 'dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining if aid; 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 foreclose this Trust F. ed., he Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with at like, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the 'b' value of the premises or whether the same shall be then completed as a homestead or not and the Trustee hereunder may be appointed as such receiver. So are, iver 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; id a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time, not not can be redempted to the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers whit. The horest root is used in such cases for the protection, possession, control, management and operation of the premises during the whole of sai pr. 16. Flore 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) who is determined the premise during the whole of sai pr. 16. The Court from time to time may authorize the treceiver to apply the net income in his hands in payment in whole or in part of: (1) who is determined the premise during the whole of sai pr. 16. The Court from time to time may authorize the treceiver to apply the net income in his hands in payment in whole or in part of: (1) who is determined to the time hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or becone as error to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or becone as error to the lien hereof or of such decree, provided such application is made prior to foreclosure saic;
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and rows as thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be ob gated 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 missions thereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may a quire 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 evidenc, the all indehedness secured by this Trust Deed has been fully poid; and Trustee may execute and deliver a release hereof to and at the regulator of a person who shall either before or after maturity thereof; produce and exhibit to Trustee the principal note, representing that all indet of a bereity 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 true eithout inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears ectificate of identification purporting to be excuted by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee and he has never executed 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 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 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, therein and the residentical time in deathful the 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

identified herewith under Identification No.

