

EHADON TO CERT

THE ABOVE SPACE FOR RECORDERY

22 535 209

THIS INDENTURE, made October 1973, between Albert Horner and

Bonnie E. Horner, his wife.

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporate doing business in Chicago, illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREA, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder, or loide a being negetin referred to as holders of the Note, in the principal sum of \$2000.00

Dollars,

evidenced by one certal instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MEASURE

and delivered, in and to hich said Note the Mortgagors promise to pay the said principal sum and interest from November 1, 1973 on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per annum in instalments floateding principal and interest per cent per cent per annum in instalments floated in the per cent per cen

Lot 11 in block 2 in R. G. Hancock's resubdivision of Lots 1 to 10 and 13 to 21 in block 2. Lots 1 to 23 in block 2. Lots 1 to 23 in block 3 and Lots 1 to 13 in block 4 all in William F. Higgin's Park add 1. A being a subdivision of that part of the West 1/2 of the South East 1/4 of Section 17, Township 7, North, Range 13 East of the Third Principal Meridin, lying South of the South line of the right of way of the Baltimore and Ohio Chicago Terminal Reflecad, in Cook County, Illinois

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 long and during all such times as Mortgagos may be entitled thereto (which are pledged primarily and on a parity with said real estate and not and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, whether single units or centrally controlled), and ventilation, including (without restricting the foreign), screen, window shades, stor windows, floor coverings, insider beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of taid real estate wheth of the store of the store of the premise by the mortgagors or the store of the premise by the mortgagors or the store of the premise of the foreign of the premise of the p

aid Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereir set virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits in

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

successors and assigns.

WITNESS the hand 8, and seal Clifert former
Albert Horner and seat of Mortgagors the day and year first above written

STATE OF ILLINOIS,

, Raymond J. Courney

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Albert Horner and Bonnie R. Horner

DuPage

who Brecionally known to me to be the same person and whose name. Instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the the uses and purposes therein set forth

day or Cataber nder my hand and Notarial Seal this

ilv., Instal.-Incl. Int.

UNOFFICIAL COPY

THE COUPLANTS CONDITIONS A	Page 2	M PAGE I CHIP between ac-	OF WHITE TALLES	- II	
THE COVENANTS CONDITIONS A The description will be presented to the literature of the condition of the cond	ND PROVISIONS REFERRED TO. (restore or rebuild any buildings or improve condition and repair, without ways in due any indubtedness which may be seen that the discharge of such prior lien to Tru, whose a ferrestion many sale and the surface.	DN PAGE I (THE REVERSE SIDE movements now or hereafter on the pre- cured by a lien or charge on the pre- nate or to finders of the note (4) citi (5) cannib with all socialisms.	E OF THIS TRUST DEED): mises which may become damaged lens or claims for lien not expressly isses superior to the lien hereof, and uplefe within a reasonable time any flass to mise the superior and the superior		
respect to the premier and the use thereoft. 2. Mortgagers digit pay before any penaged the provides whe provent decay is according to the premier when provent decay it accorded Mortgagers shall to tender.	(6) make no material alterations in said a filty attaches all general taxes, and shall p in due, and shall, upon written request, it pay in full under protest, in the manner	oremises except as required by law or a special taxes, special assessments, was special taxes of the providers of the provided by statute, any tax or assess	municipal ordinance, with municipal ordinance, vater charges, sewer service charges, note duplicate receipts therefor, To ment which Mortgagora may desire		
windstorm under policies providing for pay to pay in full the indebtedness secured her damage, to Trustee for the benefit of the h shall deliver all publicles, including addition	ment by the insurance companies of mo eby, all in companies satisfactory to the olders of the note, such rights to be gold sal and renewal policies, to holders of	neys sufficient either to pay the cost of holders of the note, under insurance encod by the standard mortgage claus the note, and in case of insurance ab	of topiacing or repairing the same or e-policies payable, in case of loss or e-to-be attached to each policy, and out to expire, shall deliver renewat		
policies not leas than ten days prior to the r. 4. In case of default therein, Trustee Mortgagora in any form and manner devine I any, and Burchase, dicherbags compron connection therewith, including atterney; the lien hereof, plus reasonable compensa additional indebtedness secured hereby and por annum. Inaction of Trustee or holder hereunder on the part of Mortgagors. to an of: attement or estimate precured the 'lidit of any tax, assessment, sale, for 6. Mortgagora shall pay each item of it	espective deter of expiration, or the holders of the note may, but ned despedient, and may, but ned not, mal lise or settle any tast lien or other prior or ascessment. All moneys paid for any fees, and any other maneys advanced by allon to Trustee for each matter contion to Trustee for each matter come.	ed not, make any payment or perfor- te full or partial payments of principal lien or sittle or clayn thereof, or rede , of the purposes herein authorized a Trustee or the holders of the note to ming which action herein authorize	many act hereinbefore sequired of lor interest on prior encumbrances, om from any tax sale or forfeiture and all expenses paid or incurred in protect the mortgaged premises and may be taken, shall be so much	aro I	
additional indebtedness secured hereby and per annum. Insection of Trustee or holder hereunder on the part of Morteggers. 5. The Trustee or the holders of the m to an	I shall become immediately due and pays s of the note shall never be considered our hereby secured making any paymen I from the appropriate public office wit	able without notice and with interest to as a waiver of any right accruing to thereby authorized relating to taxes on thout inquiry into the accuracy of suc	hereon at the rate of to them on account of any default or assessments, may do so according h bill, statement or estimate or into	33.5	
of the horders of the note, and without no or in this? Deed to the contrary, been interest at the note, or (b) when default	otice to Mortgagors, all unpaid indebtedno ome due and payablo (a) Immediately in thall occur and continue for three da	ess secured by this Trust Deed shall, no the case of default in making payme was in the performance of any other	otwithstanding anything in the note : int of any instalment of principal or	2 2	
foreclose the life he of, in any suit to fe expenditures and e.pen, is which may be fees outlays for .cum ntary and expert after entry of .ae	preclose the lien hereof, there shall be a paid or incurred by or on behalf of Tru evidence, stenographers' charges, public, such abstracts of title, title scarches and e stee of holders of the note may deem t	llowed and included as additional inc stee or holders of the note for attors ation costs and costs (which may be e saminations, title insurance policies, o be reasonably necessary either to a	debtedness in the decree for sale all neys' fees. Trustee's fees, appraiser's stimated as to items to be expended. Torrens certificates, and similar data prosecute such suit or to evidence to		
contained. 7. Where the ir lebtedness hereby accur foreclose th, the help of the appenditures and a pen in which may be it for the production of the produc	iant to such decree the true condition of hall become so much additional indebt unnum, when paid or incurred by Trust- tich either of them shall be a party, eit arations for the commencement of any preparations for the defense of any thr	the title to or the value of the premise decess secured hereby and immedia deces holders of the note in connectio her as plaintiff, claimant or defendan sult for the foreclosure hereof afte estened sult or proceeding which migh	es. All expenditures and expenses of tely due and payable, with interest n with (a) any proceeding, including t, by ecason of this trust deed or any er accrual of such right to foreclose it affect the premises or the security		
8. The proceeds of any forecourse sal and expenses incident to the forecloure p which under the terms hereof constitute a principal and interest remaining unpaid of	of the premises shall be distributed as proc. on, vs. including all such items as acc red it lebsedness additional to that in he rate outth, any overplus to M	id applied in the following order of p are mentioned in the preceding parage evidenced by the note, with interest origagore, their heirs, legal represent	riority: First, on account of all costs raph hereof, account all other items thereon as herein provided; third, all atives or suigns, as their rights may		
principal and interest remaining unpaid of appears. 9. Upon, or at any time after the filin of the property of such foreclosure suit and, in as well as during any further times when and all other powers which may be necessed of the property of the prope	g of a h. to foreclose this trust deed, to offere or after at w. four notice, wi regard to the thin value of the premises such receiver, uch receiver shall have	he court in which such bill is fled ma thout regard to the solvency of inso or whether the same shall be then oc power to collect the rents, issues an	y appoint a receiver of said premises. Iveney of Mortgagors at the time of cupled as a homestead or nos and the d profits of said premises during the		X
se well as during any further times when and all other powers which may be necess during the whole of said period. The Cour of (1) The indebtedness secured hereby.	case, or a sale ar, 'a drifting, during in Mortgagora, excellent or all tervention saly or are usual in su o can't for the p t from time to time m, y au't orise that, or by any decrea forecally usin that	s tull statutory petiod or redemption, of such receiver, would be entitled to reciver to apply the net income in his deed, or any tax, special essessment o	whether there be recemption or not, collect such rents, issues and profits, cement and operation of the premises hands in payment in whole or in part or other lien which may be on become		
apperior to the lien hereof or of such doze 10. No action for the enforcement of party interposing same in an action at law 11. Trustee or the holders of the note purpose.	the filen or of any provision is made poli- the filen or of any provision here if it a upon the note hereby secured. e shall have the right to inspect the pre-	ir to foreclosure sale; (2) the deficien il be subject to any defense which w mises at all reasonable times and acc	cy in case of a sale and deficiency, ould not be good and available to the cas thereto shall be permitted for that		
purpose. 12. Trustee has no duty to examine identity, capacity, or authority of the sighter herein given unless expressly obligated by misconduct or that of the agents or emplois. Trustee shall release this trust deep.	the title, location, existence or condition matories on the note or trust deed, nor into the terms hereof, nor be liable for any yeas of Trustee, and it may require indeed and the lien thereof by proper instrumination.	on of the partition of the industry into the control of the contro	the validity of the algustures or the is trust deed or to exercise my power in case of its own gross negligence or sing any power herein given. evidence that all indebtedness secured.		
by this trust deed has been fully paid; an after maturity thereof, produce and esh Trustee may accept as true without ind described any note which bears an identity description herein contained of the no	od Trustee may execute and deliver a re- tibit to Trustee the note, representing quiry. Where a release is requested of a fication number purporting to be place- te and which purports to be executed by	lease here(, to a d at the request of that all in 'ebte', ter' hereby secured, i successor worker, such successor to i thereon by a peuse tru' se hereundel y the persons here in disignited as the	any person who shall, either before or I has been paid, which representation vustce may accept as the note herein: I or which conforms in substance with makers thereof; and where the release		
These has no duty to examine identity, capacity, or authority of the sighter in given unless expressly obligated by misconduct or that of the agents or emplo 13. Trustee shall release this trust deed has been fully paid an after maturity thereof, produce and esh described and the state of the same of the	has never placed its identification num hich conforms in substance with the des- serced. With the substance of the it in writing filed in the office of the ition, inability or refusal to act of Tru Successor in Trust hereunder shall have. assonable compensation for all acts perfe-	ber on the note describe the in, it meription herein contait and of the note reprinted the note of the	ay accept as the note herein described and which purports to be executed by which this instrument shall have been the county in which the premises are of as are herein given Trustee, and any		j
15. This Trust Deed and all provision the word "Mortzagors" when used here whether or not such persons shall have a "notes" when more than one note is used	is hereof, thall extend to and be binding in shall include all such persons and a executed the note or this Trust Deed. T	upon Mortgagors and all persons clain il persons liable for the payment of he word "note" when used in this li	ning " acr. through Mortgagors, and the adobted ess or any part thereof, astr ment shill be construed to mean		
Like Sentile Section 23	tekasas saskus Ammanan	SHOOMSEN/JOH	DERDS .		
Hey 5 '73	Note that the second of the second	#225	5209		
IMPORT	ANT	Identification No	47 53	4	
	HIS TRUST DEED SHOULD	CHICAGO TITLE	AND TRUET COMPANY,		
Daymond Co	ourney	FOR REG	CORDER'S INDEX PURPOSES STREET ADDRESS OF ABOVE ED PROPERTY HERE		
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PLACE IN RECORDER'S OFF	ICE BOX NUMBER S 3	• • • • • • • • • • • • • • • • • • •			•
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