## **UNOFFICIAL COPY**

| 1  | OK COUNTY, ILLINOIS  | Elieu P. Cher<br>attendar for other   |
|--|--|---|
| TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)  | 22 74 10 56 AH 22 601  | 856 *22601856   |
| Albright, his wife   |  | Space For Recorder's Use Only rt W. Albright and Lorraine Mherein referred to as "Mortgagors," and  |
| herein referred to as "Trustee," witnesseth: The termed "Installment Note," of even date hered   | at, Whereas Mortgagors are justly indebte with, executed by Mortgagors, made payat   | d to the legal holder of a principal promissory note, ole to Bearer   |
| on the balance of principal remaining from time to be payable in installments as follows: Two in the 18t day of March 190 more 18t day of each and every month of more 18t day of each and every month of more paid, shall be due on the 18t day by saince to be applied first to accrued and to in tallments constituting principal, to it are to be applied first to accrued and to in tallments constituting principal, to it are to be applied first to accrued and to interpret the payable of th | e to time unpaid at the rate of 7,9 to Hundred Fifty Two and 52/ 74, and Two Hundred Fifty Ts thereafter until said note is fully paid, except of February, 19 99; all suc support and when due to bear inte- terts being made payable at the First egal holder of the note may, from time to ti   | ars, and interest from date of disbursement per cent per annum, such principal sum and interest 100's * * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * * * * Dollars vo and 52/100's * * * * * * * * * * * * * * * * * * * |
| become at once dur and payable, at the place of pa or interest in acco. dar e.e. ith the terms thereof o contained in this Tr. Deed (in which event electronic parties thereto severally waive presentment for parties thereto severally waive presentment for payable the payable of the above me. And and a  | yment aforesaid, in case default shall occur in in case default shall occur and continue for tion may be made at any time after the exp ayment, notice of dishonor, protest and not to f the sald principal sum of money and this Trust Deed, and the performance of the contraction of the contraction of the contraction of the contraction. | n the payment, when due, of any installment of principal rethree days in the performance of any other agreement iration of said three days, without notice), and that all   |
| Mortagors by these presents CONVE an. W.  1. and all of their estate, right, title any interes the village of South Holland  Lot 3 in Hussuelet's Second /dd1  | RRANT unto the Trustee, its or his succe<br>erein, situate, lying and being in the<br>COUNTY OF COOK<br>tion to South Holland, being<br>Section 26, Township 36 N  | AND STATE OF ILLINOIS, to with a Subdivision of part of the West orth, Range 14, East of the Third  |
| herein shall be due and payable<br>owner of note may consent to re   | in full instanter. Provide<br>lease of this provision for  |   |
| so long and during all such times as Mortgagors said real estate and not secondarily), and all fix gas, water, light, power, refrigeration and air ce stricting the foregoing), screens, window whades, a of the foregoing are declared and agreed to be a   | ents, easements, and apparten are thereto<br>may be entitled thereto (whin r in, issues<br>tures, apparatus, equipment or artir es now<br>motitoning (whether single units or artiral<br>winings, storm doors and window, floor or<br>part of the mortgaged premises whether if<br>or apparatus, equipment or articles here fit                | belonging, and all rents, issues and profits thereof for and profits are pledged primarily and on a parity with or hereafter therein or thereon used to supply heat, ly controlled), and ventilation, including (without reverings, inador bods, stoves and water heaters. All syste. ly attached thereto or not, and it is agreed that or pl ced in the premises by Mortgagors or their suc-   |
| TO HAVE AND TO HOLD the premises u and trusts herein set forth, free from all rights a said rights and benefits Mortgagors do hereby ev This Trust Deed consists of two pages. The   | nto the said Trustee, its or his successors and benefits under and by virtue of the Hompressly release and waive, covenants, conditions and provisions appeare made a part hereof the same as though to  | to a igns, forever, for the purposes, and upon the uses select. Examption Laws of the State of Illinois, which wring on price 2 the reverse side of this Trust Deed) they were here set out in full and shall be binding on   |
| PLEASE PRINT OR RODE TYPE NAME(S) BELOW SIGNATURE(S)   | rt W. Albright (Seal   | Lorraine M. Alorig t  |
| State of Illiand Cook  |  | e undersigned, a Notary Public in and (1s sh 1 County, ERTIFY that orraine M. Albright, his w to person 8 whose name 8 are  |
|  | edged that hey signed, sealed and d  | ppeared before me this day in person, and acknowl-  |
| Given under my recipitation and, this Commission expires   | 8th day of   | January 1974.   |
| THIS INST HAS BEE  | N PREPARED BY: 17026 Pr  | OF PROPERTY: Ince Drive Illand, Illinois 60473 ADDRESS IS FOR STATISTICAL MIY AND IS NOT A PART OF THIS   |
| MAIL TO: ADDRESS 14122 Chicago   | send subset  serior code  ziP code  17026 Pr   | QUENT TAX BILLS TO:   |
| OR RECORDER'S OFFICE BOX NO.   | South Ho   | (Address)   |

## <del>OFFICIAL C</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 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 buildings or buildings 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 the cost, 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.
- 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 required of Mortgagors in any form and manner deemed expedient, and 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable outprompts into its trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Instea or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do coording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or stimate or into the validity of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof.
- M. Igagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the electror of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstant and 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contains.
- 7. When the ind on lines hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the rise. I rustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcing of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the degree of saile all expenditures and expenses which may be paid or furnivered by or on behalf of Trustee or holders of the note for alterneys' fees, Trustee's fees, an airs''s fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to sens to be expended after entry of the decree of procuring all such abstracts of title, Italies carches and examinations, guarantee policies. For excepting a such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the vidue of the primises in addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness, or air's hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by I trustee a h deer of the note in connection with 1a1 any action, autic or proceeding, including but not limited to probate and bankrupicy proceedings, to when a their of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or the "magnations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually connite ced, or (c) preparations for the defense of any threatened suit or proceeding.

  8. The proceeding of any foreclosure sale of the not misses and controlled in the following order of priority: First, on account
- 8. The proceeds of any foreclosure sale of the pointes, hall 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. Second indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest therefore a second in the proceeding paragraph and interest therefore as the provided third, all principal and interest therefore a sale paragraph is their rights may appear.
- 9 Upon or at any time after the filing of a complaint to feered see his Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or a let sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard of 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 apposted as uch receiver. Such receiver shall have power to collect the rents, issues and profits of said premise during the pendency of such forcefour such as a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during a surface times when Mortgagors, except for the Intervention of such receiver, would be entitled to collect such rents, issues and profits, and so the powers which may be necessary or are usual in such cases for the protection, powersons, control, management and operation of the premises during a so so less 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 1 part c (1). The indebtedness secured hereby, or by any decree forcefousing this Trust Deed, or any tax, special assessment or other lien which may be a become superior to the lien hereof or of such decree, provided such application is made prior to forcefousite sale. (2) the deficiency in case of a sale and deficiency
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision he ec's tall be 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 securi
- Trustee or the holders of the note shall have the right to inspect the premises at all reason ole times and access thereto shall be permitted for that purpose
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor at all Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor to a liable 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 be 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 sat sfactor, evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof. ...d., the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested or a recessor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification properting to be executed by a prior trustee hereunder or which conforms in substance with the description dof the principal not and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original tustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuit 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 recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee.

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.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEFD 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.

Trustee

AND THE PERSON NAMED IN

