UNOFFICIAL COPY

FORM No. 206 Day History 22 612 125 1974 JAN 30 AM 9 39 TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest) JAN-30-74 747873 6 22612125 4 A -The Above Space For Recorder's Use Only THIS INDENTURE, made <u>January 29th</u>
Marie E. Cushion (joint tenancy)-19 74, between Alphonse J. Cushion and wife Bank or the other provides that at the election of the place of payments being made payable at <u>rect centure or planting appoint</u>, which note further provides that at the election of the leak old rethereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and pay's leak the place of payment aforesaid, in case default shall occur when due, of any installment of principal or interest in accordance with the remaining unpaid thereon. The payment, when due, of any installment of principal or interest in accordance with the remaining unpaid the payment, when due, of any installment of principal or interest in accordance with the remaining unpaid the payment, the payment when the payment when due, of any other agreement contained in this Trust Deed (if with event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive pre-entment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to make the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also not ensideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and W. "RANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and in, st are rich, situate, lying and being in the VILLAGE OF MelTrose Park. COLONTY OF COOK AND STATE OF ILLINOIS, to wit: The North 37 feet of Lot 20 in block 6 in Albert F. Amling's Subdivision of the North 40 acres of the West 60 acres of the Northeast quarter of Section 3, Township 39 North, Range 12 Lest of the Third Principal Meridan, Village of Melrose Park, County of Cook, State of Illinois. which, with the property hereinafter described, is referred to herein as t e "premises,"

TOGETHER with all improvements, tenements, easements, and appurate thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rent), issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or artile now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units of controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awainings, storm doors and windows flow coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether are the 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 sist as, 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 Hom stea Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appear on page 2 the reverse side of this Trust Deed) mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. Appense J. Cushion
Alphonse J. Cushion (Scal) X Marie & Cushion (Scal) State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that Alphonse Cushion and Marie E. Cushion, his wifepersonally known to me to be the same person S_ whose name are dy of January 19 74
NOTARY PUBLIC, STATE OF MINOS NOTARY PUBLIC
My Commission Expires Sept 26, 1977 29th THIS INSTAUMENT THAT THE STREED BY DDRESSURFTREORERIDIS NOTARY ASSOCIATION Address Melrose Park, 111 1721 N. 15th Avenue Melrose Park, Illinois 60166 Merchants & Mfg. State Bank THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED ADDRESS 1836 N. Broadway SEND SUBSEQUENT TAX BILLS TO: CITY AND Melrose Pk Alphonse & Marie Cushion 1721 N. 15 Avenue Melrose Park, III, 60160 (Address) RECORDER'S OFFICE BOX NO

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 dings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from hant'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 annie's liens which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as included to in writing by the Trustee or holders of the note.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer vice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by ute, 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 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 not, such rights to be evidenced by the standard mortpolicies 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 mortpolicies 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 mortpolicies payable, in case of loss or damage, to Trustee for the benefit of the holders of the holders of the note, and in the payable payable, in case of loss or damage, the cost of the note, and in the loss of the note, and in the payable p
- c. e. c. 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 Mortagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior may not be considered and the constant of the
- 5. The Tru set of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessmen coording to an "bill" attement or estimate procured from the appropriate public office without inquiry into the accuracy of such at or estimate or into the alidity 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 upaid indebtedness secured by this Trust Deed shall, notwithstanding anything in 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 contained.
- of principal or interest, or in case default shall occur and continue for three days in the performance or any other agreement of the indoptedness he eby acceleration or otherwise, holders of the note or Trusce mall have the right to foreclose the lieu hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a me rigage debt. In any suit to foreclose the lieu hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditurs an expenses mentally and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustees' fees, appraiser's fee, out expenses extracting the paid or incurred by or on behalf of Trustee or holders of the note for sale all expenditurs an expense secured there or the end of the control of the decree for sale all expenditurs and expenses of the control of the decree of the control of the con
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to foreclose the filing of a complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency or fine the time of the filed premises of the time of application for such receiver and without regard or or and the premises or whether the same left the filed premises as a homestead or not and the Trustee hereunder may be appointed as size, receiver shall sale and size and profits of said premises during the pendency of such foreclosure suit and, in car of a sale and size, except for the intervention of period for redemption, whether there be redemption or not, as well as during any fur are loss size, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other posts of the protection, possession, control, management and operation of the premise of the profit of the
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof hall 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 sect.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reason of an is mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor sna'. The ee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be in the 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. In the property of the premises, nor sna' Trust ee be obligated to record this control of the second of the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee be obligated to record this Trust ee and the premises, nor sna' Trust ee and the premises, nor sna' Trust ee and the premises, nor sna' Trust ee and the premises expression that the premises expression the premises expression that the premises expression the premises expression that the premises exp
- alisfactory 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 vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to untate the request of any debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and echibit to Trustee the principal note, represent... that all indebtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, represent... that all indebtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal indepted of a successful and the produce of the principal note and hich purecuted by a prior trustee hereunder or which conforms all the description herein contained of the principal not or and hich purecuted by a prior trustee hereunder or which conforms because the trustee the release is requested of the original to the provincipal note and the makers thereof; and where the release is requested of the original to the provincipal note and provincipal note described any note which may be presented and which conforms in substance with the description herein contained of the principal note 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 ave

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 count 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 count in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereing 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.

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

'END OF RECORDED DOCUMENT