UNOFFICIAL COPY

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56289 5 3 Aure 1974 JAN 30 AM 10 40 22 612 212 JAH-30-74 7 4 7 9 4 8 0 22612212 4 A — Rec	5.16	
TRUST DEED		
THE ABOVE SPACE FOR RECORDER'S USE ONLY 1974 , between		
THIS INDENTURE, made January 29, 1974, between ROBERT M. DIEBOLD and SUSAN J. DIEBOLD, his wife, herein referred to as "Mortgagors," and		
herein referred to as "Mortgagors," and other in the property of the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter describe said legal hold or indepth describe the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter describe said legal hold or indepth describe the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter describe the Mortgagors of even date herewith, made payable to THE ORDER OF BEARE evidenced by one cert in instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARE		
and delivered, in and oy which said Note the Mortgagors promise to pay the said principal sum and and the rate on the balance of principal remaining from time to time unpaid at the rate on the balance of principal remaining from time to time unpaid at the rate of the balance of principal remaining from time to time unpaid at the rate of the balance of principal sum and interest) as followed. St. Description:	est of the transfer of the tra	
TWO. HUNDRED. SEVENTY-SEVEN of	pal at ust	
company in appoint, and in absence of such appointment, then as the office of MTCHAEL DIEDOLD in said City, NOW, THEREFORE, the Mortgagors to secure the payment of the are neipal sum of money and said interest in accordance with the terms, provision and limitations of this trust deed, and the performance of the covenants in the area of the consideration of the sum of One Dollar in hand paid, the receipt whereof is ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof is ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, do by these presents CONVEY and WARRANT unto it consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, and by the Mortgagors to be performed, and all the manufacture is a consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, and by the Mortgagors to be performed and all the manufacture is a consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged, and be a consideration of the sum of One Dollar in hand paid, the receipt whereof its ereby acknowledged. COUNTY O' COOK	, s ² *	
Lot-177 in plum Grove Countryside Val. No. 7, being a subdivision of part of Section 26, To nship 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof records? a locument 18,828,919, in Cook County, Illinois	2261	
	22612212	
which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, pasements, fixtures, and appurtenances thereto belonging, and all rents, is uses and profits thereof for the property of	ally ors	
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their successors and assigns. This trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their successors and assigns. The provision of two pages are the page of the page	this Pirs,	The second secon
(SEAL) Susand Diebold (SEAL)		
STATE OF ILLINOIS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THE OPEN OF THE PUBLIC OF THE OFFICE O	oing	
instrument, appeared before me this day in person and acknowledged the said Instrument as their free and voluntary act, for the uses and purposes therein set for delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set for delivery and voluntary act, for the uses and purposes therein set for the uses and purposes the uses and purposes the uses and purposes the uses and purposes therein set for the uses and purposes the uses and purposes the	orth.	
Louis D. Schmalzer N. N. Maria Sch. 6217 N. Mered th Ave. Chicago, Tll Form 807 R 1-69 Tr. Deed, Indiv. Instal—Incl. Inc. Page 1		

Martiagors shall (1) are or be destroyed; (2) keep asi subordinated to the lien here upon request exhibit satisfac building or buildings now or respect to the premise and it. Mortgapors shall pay be prevent default hereunder M to contest. Mortgapors shall keep windstorm under policies prevent default hereunder M to contest. Mortgapors shall keep windstorm under policies prevent default hereunder M to contest.	romptly repair, restore or rebuild depremises in good Condition an off; (3) pay when due any indebte tory evidence of the discharge of an any time in process of erective use thereof; (6) make no material efforce any penalty attaches all gerefore any penalty attaches all gereptimises when due, and shall, ul urgagarys shall pay in full under.	any buildings or improvements not drepair, without waste, and free frequency which may be secured by a listuck prior lien to Trustee or to ho in upon said premises: (5) comply all alterations in said premises excepted the second support of the said premises on the said premises of	(THE REVERSE SIDE OF THIS T no or hereafter on the premises which m on mechanic's in other liens or claims for or or charge on the premises superior to ilders of the notice (4) complete within a with all requirements of law or munici-	ay become damaged or fien not expressly the lien hereof, and teaminable time, and	
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Mortgagors shall pay be and other charges against the prevent default hereunder Mito contest. Mortgagors shall keep windstorm under policies pre to pay in full the indebtedne damage. to Trustee for the be	refore any penalty attaches all ger premises when due, and shall, u prigagors shall pay in full under	eral taxes, and shall nav special tax		inal ordinances with	
3. Mortgagors shall keep windstorm under policies pre to pay in full the indebtedne damage, to Trustee for the b	ortgagors shall pay in full under	oon written request, furnish to Trus	es special assessments water charges so	turne compiere als rector	
Mortgagors shall keep windstorm under policies pre to pay in full the indebtedne damage, to Trustee for the b		protest, in the manner provided by	statute, any tax or assessment which Mo	rtgagors may desire	
damage, to Trustee for the b	all buildings and improvements t widing for payment by the insura	ow or hereafter situated on said p nce companies of moneys sufficien	remises insured against loss or damage t either to pay the cost of replacing or re	by fire, lightning or pairing the same or	
A. D D. B	ss secured hereby, all in companiencial of the holders of the note,	ies satisfactory to the holders of the such rights to be evidenced by the	se note, under insurance policies payable standard mortgage clause to be attached	le, in case of loss or to each policy, and	
policies not less than ten days	orior to the respective dates of	niration.	in case or insulance about to expire, st	ian deliver renewal	1
Mortgagors in any form and r	nannersdeemed expedient, and m	y, but need not, make full or parti	any payment or perform any act herein al payments of principal or interest on p r claim thereof, or redeem from any ta	rior encumbrances.	
affecting said premises or co	ntest any tax or assessment. All.	moneys paid for any of the purpo moneys advanced by Trustee or the	ses herein authorized and all expenses holders of the note to protect the more ection herein authorized may be taken.	paid or incurred in gaged premises and	
2 di unal indebtedness secur	ed hereby and shall become imm	diately due and payable without n	otice and with interest thereon at the rai	te of	
I be tear for on the part of Mort	gayors .		of any right accruing to them on acco		
to any ou , statement or estir	nate procured from the appropri	ate public office without inquiry in	rized relating to taxes or assessments, m nto the accuracy of such bill, statement	or estimate or into	
6. M rtgag is shall pay ca of the folders of the note, an	ch item of indebtedness herein r	nentioned, both principal and inter-	est, when due according to the terms her this Trust Deed shall, notwithstanding a	reof. At the option	
or in the Total to the conterest on the note of (b)	ontrary, become due and payable when default shall occur and co	o (a) immediately in the case of do ntinue for three days in the perfo	efault in making payment of any instalm rmance of any other agreement of the	nent of principal or Mortgagors herein	
expenditures and ex ense wh	th may be paid or incurred by	or on behalf of Trustee or holders	of the note for attorneys' fees, Trustee	decree for sale all	
after entry of the decree) i p	roc ing all such abstracts of title	ers charges, publication costs and title searches and examinations, ti	tle insurance policies, Torrens certificate	es, and similar data	
bidders at any sale which may	or has pursuant to such decree the	e true condition of the title to or t	he value of the premises. All expenditur	es and expenses of	
thereon at the rate of seven p probate and bankruptey proce	equings, to which either of them	incurred by Trustee or holders of shall be a party, either us plaintiff,	the note in connection with (a) any proclaimant or defendant, by reason of this	ceeding, including s trust deed or any	
whether or not actually commiscreof, whether or not actually commiscreof, whether or not actually	or (0) prepriations for the com- enced; or () prepriations for the commence.	mencement of any suit for the for defense of any threatened suit or p	rectosure hereot after accrual of such proceeding which might affect the premi	right to foreclose ises or the security	. ,
8. The proceeds of any for	eclosure sale or the premises sha	Il be distributed and applied in the	e following order of priority: First, on a	ccount of all costs	
which under the terms hereof principal and interest remaining	constitute seedred indebtoness ig unpaid on the note: ourth,	dditional to that evidenced by the y overplus to Mortgagors, their	e note, with interest thereon as herein p heirs, legal representatives or assigns, a	provided: third, all s their rights may	
9. Upon, or at any time af	ter the filing of a bill to foreclos	e this trust deed, the court in whic	h súch bill is filed may appoint a receive	r of said premises.	
application for such receiver as	nd without regard to the then v	ue of the premises or whether the s	ame shall be then occupied as a homeste the tents, issues and profits of said m	ead or not and the	
pendency of such foreclosure s as well as during any further ti	uit and, in case of a sale and a de mes when Mortgagors, except to	r the intervention of such receiver,	eriod of redemption, whether there be re would be entitled to collect such rents,	edemption or not, issues and profits,	
and all other powers which ma during the whole of said period	y he necessary or are usual in su . The Court from time to time in	ch c. ses f r r c protection, posses ty authorize no receiver to apply t	sion, control, management and operation he net income in his hands in payment i	on of the premises n whole or in part	
superior to the lien hereof or of	such decree, provided such appli	closing the traist deed, or any tax,	special assessment or other lien which r sale; (2) the deficiency in case of a sale a	nay be or become and deficiency.	
party interposing same in an act	ion at law upon the note hereby :	ecured.	nable times and access thereto shall be i	permitted for that	
purpose.	and the second s				,
identity, capacity, or authority	of the signatories on the note of	r trust deed, nor shall Trust e be c	oligated to record this trust deed or to ex	xercise any power	
misconduct or that of the agents 13. Trustee shall release this	s or employees of Trustee, and it trust deed and the lien thereoffb	may require indemnities satisor y proper instrument upon presen	to it before exercising any power here tion resatisfactory evidence that all ind	in given. ebtedness secured	
after maturity thereof, produce	and exhibit to Trustee the no	te, representing that all indebtedp	ic s h ceby secured has been paid, whi	ch representation	
described any note which bears	an identification number purpor	ting to be placed thereon by a pric	or truster here der or which conforms	in substance with	
is requested of the original trus any note which may be present	tee and it has never placed itsåd ed and which conforms in substa	entification number on the note de nce with the description herein con	scribed he rin, i may accept as the note stained of the rate and which purports t	to be executed by	
14. Trustee may resign by	makers thereof.	se office of the Recorder or Regi	strar of Titles in which as a strumen	it shall have been	
Trustee or successor shall be enti	tled to reasonable compensation	for all acts performed hereunder.		l l	
15. This Trust Deed and all the word "Mortgagors" when u	provisions hereof, shall extendito sed herein shall include all such	and be binding upon Mortgagors as persons and all persons liable fo	nd all persons claiming up or prough in the payment of the indebtraner	Mortgagors, and any part thereof,	
"notes" when more than one no	all have executed the note or the	s Trust Deed. The word "note" w	hen used in this instrument shall be co	nstrued to mean	
Du (a) In the eve	nt of the resions	tion inshilita on	, madama1 da and an mar		
SHIRLEY VANULIK.	I COOK County: AL	Lincis, is hereby a	monatored Cuccosses De	mad oo fi	
nerein, with ident	ilcal title, power	and authorityss ar	e herein given Tameto	e, all	
TO accordance with	ı Paragraph III ner	elnabove set forth.	•	0	1
May					
1 (0) 1. ·					į.
			 		
AGE A INDO	DRTANT	Adentification	. No. 4215	j	É
		OULD CHIC	CO TITLE ME TRUCT COM	Trustee	
		Bylle	deal diebol	2	
			Page William F. Hou & Dec. 7 / Hou &	the a sea	
L.D. Sch	maker	ا ا	FOR RECORDER'S INDEX P	URPOSES	
6217 7-7	Merelita av	4	DESCRIBED PROPERTY HER	E .	
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L Lucago.	00010	· 🔟 ·	1 4215 Wilson	avr	
PLACE IN RECORDER'S	OFFICE BOX NUMBER		Ralling Manager	7 100	
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Control of the second s	- Contraction of the Contraction	and the second of the second o	are no meno and property of the second of th	and the state of t	
	7. When the of the second control of the sec	7. When the well on the control of the lien here expenditures and extense with any be paid or incurred by process outlays for document and a spert evidence, stenograph after entiry of the decree of process of the control of the control of the decree of the nature in this paragraph men or shall become so much thereon at any sale which may be the pursuant to such decree the nature in this paragraph men or shall become so much thereon at the trate of steepen per a per annum, when paid or process of the nature in this paragraph men or shall become so much thereon at the trate of steepen per a per annum, when paid or more than the control of the process of the nature in this paragraph men or shall become so much whether or not actually commenced. Or per pairs of for the hereof, whether or not actually commenced or () per pairs of or the hereof, whether or not actually commenced. 8. The proceeds of any foreclosure pages amag, including a principal and interest remaining dispaid on the note: burth, appear. 9. Upon, or at any time after the filing of a bill to foreclos such appointment may be made either before or after any principal and interest remaining dispaid on the note: burth, appear. 9. Upon, or at any time after the filing of a bill to foreclos such appointment may be made either before or after any principal and interest remaining dispaid on the note: surth, appear. 9. Upon, or at any time after the filing of a bill to foreclos such appointment may be made either before or after any principal and interest remaining dispaid on the note: surth, appear. 9. Upon, or at any time after the filing of a bill to foreclos such appointment may be made either before or after any surth appears. 9. Upon, or at any time after the filing of a bill to foreclos such appears of surface and the surface	7. When the action is hereby secured shall become due whether by acceleration or other foreclose the line hereof, there shall be allowed and independing and expendings and expending and expendings and expending expendings and expending expendings and expending the expending expending the expending ex	The who the set of the note of Trustee the foreclost the len h ec. () any suit to foreclost the line h ec. () any suit to foreclost the line h ec. () any suit to foreclost the line h ec. () and suit of the suit of the subtract of the client of the suit of the subtract of the client of the suit of the subtract of the client of the detect.) prom pail such sharests of the client searches and summanions, title immanace policies. Tomes certificate and surrances with respect to the 3 Trustee or holders of the note may deem to be reasonably necessary either to proceed and surrances with respect to the 3 Trustee or holders of the note may deem to be reasonably necessary either to proceed and the nature in one shall become so much additional indebtedness secured hereby and immediately due and pay therefore at the rate of seven per. () pere anount, when paid or incurred by Trustee or holders of the note in connection with (2) any per indebtedness hereby secured to 16) pereb, tato of the defense of any threatened hist or proceeding which might affect the premium debtedness hereby secured to 16) pereb, tato of the defense of any threatened hist or proceeding which might affect the premium debtedness hereby secured to 16) pereb, tato of the defense of any threatened hist or proceeding which might affect the premium debtedness incident to the foreclosure gage, underlying all such tierns as are mentioned in the preceding paragraph hereof, second premium of the paragraph in the following all such tierns as are mentioned in the preceding my subgraph hereof, second premium of the precedent of any forecastions to the foreclosure range of the premium of the precedent of the forecast of the foreclosure size of the premium of the precedent of the foreclosure size of the premium of t	Note the control of the barrely recircle shall become due whether by acceleration or otherwise, budders of the most or Transet that have the right to greatest expenditures and access to the most be a compared to the control of the

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