## **UNOFFICIAL COPY**

QEORO#	E. COLEO	FORM No. 206		_			.*
LEGAL	FORMS	May, 1969	sell and	مهادت المحارث المتاثرة		grootpee commonose	UF OFFICE
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	TRUST DEEL	O (Illinois) te Form 1448 ncluding interest)	MAD-25-70	776040 -	∠∠ 004 /08 - 22664188 <b>-</b> A		F ~
(Mon	itniy payments I	nciuaing interest)	mm-62-14	110010	LECOUATOO A E	nec	5.0
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:		Marc h	14, 1974		pace For Recorder's Use	-	
	ENTURE, ma vife as 1c	de	19	., between Geo	rge C. Mahnke an	id Lucille Terred to as "Mo	
Melro	se Park N	lational Bank	, A National Bank			······································	
herein refer 'ermed "Ins	red to as "Tra stallment Note MELROS	ustee," witnesseth: " of even date he E PARK NATIO	That, Whereas Mortgagors rewith, executed by Mortg NAL BANK	•			
_s'ty_t	$wo_and_20$	/100	ors promise to pay the prin	Doila	ive Thousand Nin	March 14,	1974
			time to time unpaid at the		per cent per annum, su	ch principal sun	
			Ninety Nine and 19_74, andNinety		/100		Dollars
on the 1.5	in day of c	ach and every mont	th thereafter until said note	is fully paid, except	that the final payment of	f principal and i	interest, if not
sooner paid, by said note of said instr	to to te apriled allments con a	on the 15th da first to accrued an litting principal, to	ny of March and unpaid interest on the un the extent not paid when	., 19 79; all such neald principal balan due, to bear interest to the principal Par	payments on account of acc and the remainder to est after the date for pay rk National Bank	of the indebtedn principal; the po- yment thereof, a	ess evidenced ortion of each at the rate of
at the election	n of the legal	ich other place as th	he legal holder of the note n	nay, from time to tim	ie, in writing appoint, while id thereon, together with	ich note further	provides that
become at on or interest in contained in parties theret	nce due and pay nccordance w this Trust Dec to severally wa	tab e, at he pince of lith he fire thereof ed (in which event e live presentment	the legal holder of the note an without notice, the principal payment aforesaid, in case of or in case default shall occlection may be made at any payment, notice of dishor	default shall occur in our and continue for time after the expli or, protest and notic	the payment, when due, c three days in the performation of said three days, e of protest.	of any installmentance of any oth without notice)	nt of principal ier agreement , and that all
NOW T limitations of Mortgagors I Mortgagors I	HEREFORE, f the above m to be perform by these presen	to secure the paymentioned not and ed, and also a court of the convey and the con	o. this Trust Deed, and the naideration of the sum of VARANT unto the Trust ther in, situate, lying and	im of money and in the performance of the One Dollar in hand ee, its or his success	nterest in accordance with the covenants and agreemed paid, the receipt where tors and assigns, the follows:	th the terms, prents herein control of is hereby no owing described	rovisions and ained, by the cknowledged, Real Estate
and all of th	cir estate, righ	it, title and interest	ther in, situate, lying and	being in the	A SIP AM	ATP OF THE	O10 4-
						ATE OF ILLIN	
k being a	a subdivi	sion of Block	3 in s1 -1 23 in H ks 11, 1, to 34 in	S.R. Haven's	Original Subdiv	vision of I	Lot 2 in t
	ipal Meric	lian, in Cook	County, I lino.s	. Township	39 North, Range	12, East o	of the
	ipal Meric	lian, in Cook	k County, I lino_s	i.	39 North, Range	12, East o	of the
THIS TRU	ipal Meric UST DEED PR HENT LGAN B	Han, in Cook EPARED BY <u>2</u> EPT. SE MEIROS	k County, I lino.s M. T. Acel.			5	OO
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- 1. Mortagors 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 cleam 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) complet within 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 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 palicies 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 renewal policies, to holders of the note, and in continuous datasets.
- se of 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 full or partial payments of principal or interest on prive encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem of the private privat
- 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 holders of the principal note, and without notice to Mortgagors, all unfail indebtedness secured by this Trust Deed shall, not withstanding 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 of the Mortgagors in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby see red stall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee's all have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of a mortal redebt in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred yor on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, c. thay for documentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expert, etc., fire entry of the decree of procurring all such abstracts of title, title scarches and examinations, guarantee policles, Torrens certificates, and sim are the nod assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit in to vivience 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 according to the product of the title to or the value of the premises, in according to the product of the title to or the value of the premises. In according the product of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in mediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of their stein connection with (a) any action, said or proceedings, including but not limited to probate and bankruptey proceedings, to which either of them shall be a connected or the product of the premises of the security hereof, whether or not actually commenced; or (c) preparations for its connectment of any suit for the foreclosure hereof after accrual of such right to foreclose whether o
- 8. The proceeds of any foreclosure sale of the premises shall be di triby ed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including "say a litems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted ess n iditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining the sale fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or all any time after the filing of a complaint to foreclose this Trust D. d. in Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, wit out otice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the avenue of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profiles of said premises during the pendency of such foreclosure suit and, in case of a single and deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times which may be accessary or are usual in such cases the protection, possession, control, management and operation of the premises during the whole or and period. The 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) such debtedness secured hereby, or by any decree foreclosing this Trust Deed, or may tax, special assessment or other lien which may be or become? So in or to the lien hereof or of such decree, provided such application is made prior to foreclosure safe; (2) the deficiency in case of a safe and decree to the lien hereof or of such decree.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to are, defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act mission. Hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may recare incommittee 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 evident, and all indebtedness accured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evident, and all the requestion of satisfactory evidents are presented by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requestion of the person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all inabely uners hereby accured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a succession rustee, such auccessor trustee may accept as the genuine note herein described any note which bears certificate of identification purporting to be, executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he hanever 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 hereunder shall have the identical title, powers and nuthority 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 TRUST EED IS FILED FOR RECORD.

END OF RECORDED DOCUMENT