## UNOFFICIAL COPY

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments Including Interest)	1 11.1 20 FTI 12 46 22 72 1 6 1 3
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Raymond Clifford, Truetee and Ra	The Above Space for Recorder's Use Only  19 74 hetween Rimond Oraham and Roma Le Oraham herein referred to use "Mortgagors," and  1ph Me Wieniewski, Successor Trustes  torigogous are usely indicined to the legal hidder of a principal promisency note, by Mortgagous, made payable to thenier
and delivered, in and by which note Martingars promise to pa  One "housand lin Hundred leventy The  on the bowe of principal remaining from time to time map  to be payable in installments as follows:  on the 98h, which of July 1974, and  On the 98h, which of July 1974, and	y the principal com of
or at such chief case we the legal hidder of at the election of the legal hidder (size of and without notice, the become at once due and payable, at the notice of payable at defail or interest in negatiance with the 'so, a barred of the case defail contained in this true Dead the which even defail in may be n	the note may, from time to time, in writing appoint, which note further provides that provides that provides that provides that provides the principal step of property and it is used element when the element in the provident in the latest provident in the latest provident in a continue for third days in the performance of any other agreement and a pay time after the experience of any time after the experience of any time after the experience of any other agreement and a pay time after the experience of any other agreement and a subject to the latest and policy of protests. In the performance of the experience of the
Lot A76 in Britigan's Westfield Bub Township 30 North, Hange 14, Kast o	
	nerein as the "premises, is and appurientances thereto 'elc ging, and all rents, issues and profits thereof for different (which rents, issues, and appurientances thereto 'elc ging, and all rents, issues and profits thereof for different (which rents, issues, explanated to supply heat, thether single units or centrally ce "operal, and ventilation, lightning (without reduction and windows, floor coverings, inade beds, stoves and water heaters. All originged premises whether physically after ned to eretiour not, and it is agreed that equipment or articles hereafter placed in the premises by Mortgagors or their succurrents of the premises whether the placed in the profits of the State of Illinois, which cand wive the state of the Homestend Exemption 'was of the State of Illinois, which cand wive the same as though they were here set out as fo' and shall be binding on tent first above written.
PLEASE PRINT OR TYPE NAME(B) BELOW BIGNATURE(S)  FERRA Lo	(Scal)  (Scal)  (Scal)  (Scal)  (Scal)  (Scal)  (Scal)
in the Sta	known to me to be the same person. whose name are to the foregoing instrument, appeared before me this day in person, and acknowl.  List. signed, scaled and delivered the said instrument as clientery act, for the uses and purposes therein set forth, including the release and the right of homestend.  May 19 74
DOCUMENT PREPARATION Commission Expires August 26  Commission expires VIII. My Commission Expires August 26  DRIVEY NATIONAL DAIN 2401 South King Drive Chicoga III. South DREXEL NATIONAL BANK	ADDRESS OF PROPERTY:
MAIL TO: ADDRESS 3401 South King Drive City AND Chicago, III-ZIP COD	

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## 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) comple within a reasonable time any 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 indebtendens 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 note, such rights to be evidenced by the standard morriage clause to be attached to each noticy, 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 to that 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 full or partial payments of principal or interest on prior e umbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and a extranse paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders or the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which actir. herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable inhorm tonice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee 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 Trist or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to it bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate 2 or is of the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors s all r ly each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the blact of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the restriction of principal or interest, or in called a default shall occur in payment of principal or interest, or in called a default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal of interest, or in celebratis shall occur and continue for three days in the performance of any office and a second or otherwise, holders of the note or Trustee shall 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 mor gage debt. In any suit to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mor gage debt. In any suit to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mor gage debt. In any suit to foreclose the lien hereof or on behalf of Trustee or holders of the note for alterneys feets, prustee's fees, appraiser. Les values for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be e-pended after entry of the decree) of procuring all such abstracts of title, litle searches and examinations, guarantee policies. Torrens certificates, and s' ania, data and assurances with respect to litle as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such s' at or t' evidence to bidders at any sale which may be had pursuant to such decree the true condition of the litle to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured he by and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of are not in content of the proceeding, including but not limited to probate and bankruptcy proceedings, to which either if the n shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation, on the commencement of any suit for the foreclosure hereof after accrual of such repetitions in indebtedness hereby s
- 8. The proceeds of any foreclosure sale of the premises sht. () is distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, incl ding all with litems as are mentioned in the preceding paragraph hereof; see, ond, all other items which under the terms hereof constitute secured index done; additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unit aid: fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this T set L red, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after tale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the premises or whether these 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 profits of said premises during the pendency of such foreclosure suit and, in as of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further, me when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers whether when the such as the protection, possession, control, management and operation of the premises during the violance and the protection of the protection of
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall 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 secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable. They 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 shall Truse be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be hade or a year or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and ne or y 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 satisfactor evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the quest of any person with the presentation of the presentation of the presenting that the presentance of the principal note, representing that the presentance of the principal note representation of the principal note and the presentance of the principal note and thick presentance of the principal note and which presents to be executed by the persons herein designated as the makers thereof, and where the class is requested of the original trustee in the principal note which the description herein contained of the principal note and which proports to be executed by the persons herein designated as the makers thereof, and where the lease is requested of the original trustee in the principal note described any note which the description herein, he may accept as the genuine 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 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 file 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.

MPORTANT
The Installment Note mentioned in the within Trust Deed has been

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.

Trustee

RECORDED DOCUMENT