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GEORGE E. COLE®

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FORM No. 206 May, 1969

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments Including interest)

274 MAY 28 AM 9 38 22 730 276

5.1

	The Above Space For Recorder's Use Only
THIS INDENTURE, made	May 20, 1974 , between Vassi Adamides & Shirley M. Schafer
	herein referred to as "Mortgagors," and
basis asserted to a ST-rate 7 with an	Robert L. Heintz, eth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note,
termed "Installment Note," of even dat	ten: I mai, whereas Mortgagors are justly indeped to the legal holder of a principal profitssory note, the herewith, executed by Mortgagors, made payable to Bearer
Fifty Five Dollars	rigagors promise to pay the principal sum of Three Thousand Eight Hundred no/100 Dollars, and interest from May 20, 1974
on the balance of principal remaining fr	om time to time unpaid at the rate of $5 \frac{1/2}{2}$ per cent per annum, such principal sum and interest
to be payable in installments as followed by the 15th day of Time	s: Eighty Four Dollars 40/100 Dollars
on the 15 h day of each and every sooner paid, shall be due on the 15th by said not to be applied first to accrude of said intalline is constituting princip. 7 pet cert per annum, and all sue	month thereafter until said note is fully paid, except that the final payment of principal and interest, if not have a wide and of May 1979; all such payments on account of the indebtedness evidenced ed and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each lab, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of the payments being made payable at Belmont National Bank of Chicago
at the election c. t. e'.g' holder thereof become at once due an' pay ble, at the pla or interest in accordance w.b he terms the contained in this Trust Dee' (in which e	e as the legal holder of the note may, from time to time, in writing appoint, which note further provides that and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall ace of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal thereof or in case default shall occur and continue for three days in the performance of any other agreement event election may be made at any time after the expiration of said three days, without notice), and that all ent for payment, notice of dishonor, protest and notice of protest.
limitations of the above mentic a note Mortgagors to be performed, and also Mortgagors by these presents CONVF f and all of their estate, right, title and in	payment of the said principal sum of money and interest in accordance with the terms, provisions and and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the inconsideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, at d WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, by the contained by the provision of the COUNTY OF DOOK AND STATE OF HANDOS to wife
Oity of Officago,	COUNTY OF AND STATE OF ILLINOIS, to wit:
7	delicated the Control of the Post 1/2 of Plant 11
	rision of Block 2 in the Subdivision of the East 1/2 of Block 11 on to Chicago, in Section 32, Township 40 North, Range 14,
	incipal Meridiar in Cook County, Illinois
	THIS INSTRUMENT WAS PREPARED BY
	Frank M. Colucci
	3179 N. Clark St. Chicago, Ill. 6065
	d to be a part of the mortgaged premises wheth , p sizally attached thereto or not, and it is agreed that
cessors or assigns shall be part of the m TO HAVE AND TO HOLD the p and trusts herein set forth, free from al said rights and benefits Mortgagors do This Trust Deed consists of two p	lar or, other apparatus, equipment or articles herea ter placed in the premises by Mortgagors or their suc- lortgaged premises. It is not the said Trustee, its or his successors and as forever, for the purposes, and upon the uses It rights and benefits under and by virtue of the Homest ad Ex mption Laws of the State of Illinois, which hereby expressly release and waive. Ages, The covenants, conditions and provisions appearing the process of the State of this Trust Deed)
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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; (3) complete 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 bolders 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 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 full or partial payments of principal or interest on rior 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 contest any tax or assessment. All moneys paid for any of the purposes herein authorized and expenses paid or incurred in connection therewith, including reasonable attorney's 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 compensation to 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 payour into the contraction of the note to the note of the note 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 rustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgogor, st. of pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the boders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any ang 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, et is case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedne s he by secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or 7.0 cc shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale at experior. It is and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's fees, butlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be eastimated as to items to be exp. noded after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certific the and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute s this is to revidence 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 addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured not only as of the note in connection with (a) any action, suit or proceeding, including but not limited and pursuant to suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which enter it when shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forecouse hereof after accrual of such right to foreclose whether or not actually commenced; commenced to the defense of any threatened suit or proceeding which might affect.

 8. The proceeds of any foreclosure sale of the premises hall be distributed and applied in the following order of priority: First, on account.
- 8. The proceeds of any foreclosure sale of the premises 'hall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, me' and a all such items as are mentioned in the preceding paragraph hereof; second, all other items which tunder the terms hereof constitute secure i in 'ebetoness administrational to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 first. Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as unforther receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any turther times when Mortgagors, except for the full statutory of the protection, possession, control, management and operation of the premises during the whole of a idperiod. 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 "(1). The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be c be me such cases of a said 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 imes mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall rustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or all a cut or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and employee equire 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 satisfactory vide ce that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at vie r quest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that vie betedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a see esse trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purpoving to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and vie hypoports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustees and vie has never executed a certificate on any instrument identifying same as the principal note service the 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 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 bereunder 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
LIRUST DEED IS FILED FOR RECORD.