This Indenture, Made

August

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BERNARD L. JONES AND BLANCHE B. JONES his wife

herein referred to as "Mortgagors", and

Pioneer Trust & Savings Bank

an ilino i corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereins for described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

SFJENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00)

evidenced by the tertain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said

Note the Mortgagors prominer of pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 91/4 per cer r. annum in instalments as follows PAYABLE ON DEMAND XIXXXXXX

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XXX . All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said innerpal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the fote may from time to time, in writing appoint, and in absence of such appointment, then at the office of

PIONEER TRUST & SAVINGS BANK in said City.

Chicago

NOW, THEREFORE, the Mortgagors to secure the paymer of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of a collar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee its secessors and assigns, the following described Real Estate

and all of their estate, right, title and interest therein, situate, lying and being in the city of Chicago

AND STATE OF ILLINOIS, to wit:

Parcel 1:

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Lots Two Hundred and Twelve (212) and Two Hundred and Thirteen (213) in Davenport, a Subdivision of the East half(\(\frac{1}{2} \)) of the North West quarter (N.W.\(\frac{1}{2} \)) of the North East quarter (N.E.\(\frac{1}{2} \)) of the W st half (W.\(\frac{1}{2} \)) of the North East quarter (N.E.\(\frac{1}{2} \)) of the North East quarter (N.E.\(\frac{1}{2} \)) of Section Three (3), Township Thirty Nine North (39), Range Thirte. (13), East of the Third Principal Meridian, in 'Cook County, Illinois.

Parcel 2 :

Lot 3 and the West 14 5/8 Inches of Lot 4 in Davenport's Subdivision of the East ½ of the North West ¼ of the North East ¼ and the West ¼ of the North East ¼ of the North East ¼ of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pladged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or bereafter therein

supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, insidor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and banefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from whan is or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the dischars; of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any buildings now or at any incein process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the pr mise and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance
- 2. Mr. tga ors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charge. Two service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee of the lote duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in he mr. her provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shouldeep all buildings and improvements now or hereafter situated on said premises insured against 3. Mortgagors show the part of the motion of the control of the co
- 5. The Trustee or the holders of the note hereby secured, notein any payment hereby authorised relating to taxes or assessments, may do so according to any bill, statement or estimate t focus of 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
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, joth principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice "i Martgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed on the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal and interests on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the "integars or the page of the principal and the performance of any other agreement of the "integars".
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:

 Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indultedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
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 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is died 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 of Mortgagors at the time of application for such receiver sale, without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hersunder may be appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorise the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebteduses secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which gray be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a saie and deficiency.

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- IO. No action for the enforcement of the fien 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 times 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 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 acts or omissions hersunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust dead and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust dead has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true genuine note herein dering and any note which bears a certificate of identification purporting to be executed by a prior trustee hereander or which offer is in substance with the description herein contained of the note and which purports to be executed by the persons herein deals, acted as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate or say instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which my an presented and which conforms in substance with the description herein contained of the note and which purports to be exected by the persons herein designated as makers thereof.
- 14. Tuste may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall at the peen recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the Court in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, the trust herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for the set performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Morgagors and all persons claiming under or through Morgagors, and the word "Morgagors" when used herein shall include all such persons and all persons liable for the payment of the indeh oness or any part thereof, whether or not such persons shall have executed the note or the Trust Dead.

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DO OO O	the foregoing Instrument, appear	se to be the same person whose named before me this day in person a vered the said Instrument as rein set forth, including the release. Notarial Seal this day of day	and acknowledged that		
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. Ploneign Trust & Savinos Bank, as Trustee, By Hore Man		IMPORTALLAR For the protectio of a three borrower and lender, that note secured by this Trust Decal an uto be identified by the	PION, ER TRUST & SAVINGS BANK. Truste, Lefore the Trust Deed is filed for record. \$\int_{\int} \text{CQ}(\int \int \int \int \int \int \int \int		
Box No. 22 TRUST DEED For Instalment Note	To Pioneer Trust & Savings Bank Trustee		Pioncer Trust & Savings Bank 4000 W. North Ave. Chleago	CO	. *