FORM No. 206

Stidney of Class

DOOR COUNTY, ILLINOIS FILED FOR RECORD

may, 1909	1972 OCT 16 AM 9 58
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	007-16-72 515156 • 22084983 • A — Rec 5.00
	22 084 888 The Above Space For Recorder's Use Only
THIS INDENTURE, madeOctobe	1. 11.11
	Sandra Miller, his wife herein referred to as "Mortgagors," and TRUST AND SAVINGS BANK
herein referred to as "Trustee," witnesseth: termed "Installment Note," of even date h	That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, erewith, executed by Mortgagors, made payable to Bearer
	gors promise to pay the principal sum of
to be pay ole installments as follows: on the	ON DEMAND ON DEMAND Dollars 19 / And / / / Dollars Dollars that the final playment of principal and interest it/not final playment of principal and interest it/not final playment on account of the indebtedness evidenced and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of
** * * * * * * or at su noth replace as at the election of the legal holde. the reof an become at once due and payable, a holice or interest in accordance with the term. here contained in this Trust Deed (in which contained in the	the legal holder of the note may, from time to time, in writing appoint, which note further provides that a without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall of payment afforcessid, in case default shall occur in the payment, when due, of any installment of principal soot or in case default shall occur and continue for three days in the performance of any other agreement of election may be made at any time after the expiration of said three days, without notice), and that all for payment, notice of dishonor, protest and notice of protest.
limitations of the above mentioned note an	d Vis Trust Deed, and the performance of the covenants and agreements herein contained, by the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, d W/ R/ NT unto the Trustee, its or his successors and assigns, the following described Real Estate,
and Crawford Avenue Subdiv Hoffman's Subdivision of the	7 and al. of Lot 18 in Krenn and Dato's Second Howard Street ision, being a subdivision of the South East part of Lot 1 in he South East yarter of Section 27, Township 41 North, Range 13, 1 Meridian, accord by to the plat thereof recorded on May 24,1924 ok County, Illinoi
said real estate and not secondarily, and gas, water, light, power, refrigeration and stricting the foregoing), screens, window sho the foregoing are declared and agreed to all buildings and additions and all similar cessors or assigns shall be part of the mort TO HAVE-AND TO HOLD the pren and trusts herein set forth, free from all raid rights and benefits Mortzagors do her	tenements, easements, and appurtenances here oblioning, and all reads, issufs and profits thereof for agors may be entitled thereto (which rents, sour and profits are pledged prisadrily and on a parity with all fixtures, apparatus, equipment or articles at wor, acreafter therein or thereon used to supply heat, air conditioning (whether single units or central, or or lefed), and ventilation, including (without reades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All so he a part of the mortgaged premises whether physically at hed thereto or not, and it is agreed that or other apparatus, equipment or articles hereafter placed at it premises by Mortgagors or their sucgaged premises, misse unto the said Trustee, its or his successors and assigns, for each of the purposes, and upon the uses ghts and benefits under and by virtue of the Homestead compilion Learner the State of Illinois, which evely expressly trelease and waive.
This Trust Deed consists of two page are incorporated herein by reference and he Mortgagors, their heirs, successors and assi-	s. The covenants, conditions and provisions appearing on page 2 (I is rever a side of this Trust Deed) reby are made a part hereof the same as though they were here set out in fo', and shall be binding on
PLEASE PRINT OR TYPE NAME(S) BELOW	Julian A. Miller Sandra Miller (Seal)
SIGNATURE(5)	(Seal) (Seal)
State of Hinois, County ofCo	ok sa., I, the undersigned, a Notary Public in and for said Cc aty,
	in the State aforesaid, DO HEREBY CERTIFY thatJulian A. Miller
Graphs .	personally known to me to be the same person S whose name S ARE
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
NES NES	edged that <u>bn ey</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under in the state seal, it	11 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1
Commission expire ADT	Notary Public
	ADDRESS OF PROPERTY:
NAME SKOKIE TR	UST AND SAVINGS BANK. THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS EDUCATION OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE STATISTICAL PURPOSES ONLY AND IS NOT A PART OF
ADDITION TO THE PARTY OF THE PA	ton Street Send Subsequent TAX BILLS TO:
STATE Skokie, Illinois ZIP CODE 60076	

daress,

OFFICIAL CO

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) 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 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 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 prior or "mbrances, 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 all to gen es paid or incurred in connection therewith, including reasonable attorneys 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 accompanies to the protection of the notes of the note shall never be consided to the protection of the protection of the note shall never be consided to the protection of the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the protection of the note shall never be consided to the new the protection of the note shall never be consid
- 5. The Trus extra the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any will, as ement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the 'lidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall 'ay ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of 'up eprincipal note, and without notice to Mortgagors, all upped indebtedness secured by this Trust Deed shall, notwithstanding anything as one principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or increase default shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby y ured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall h it is right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage of the in yait to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditur 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, villays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and si illar Jata and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit. *c. *c.*, increase to high the properties of the note in the properties of the note may deem to be reasonably necessary either to prosecute such suit. *c. *c.*, increase to high the properties and bankruptery proceedings, to which either of them *nately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note. *c. connection with (a) any action, suit or proceedings, including but not limited to probate and bankruptery proceedings, to which either of them *nall 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 c.** *m. necement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority of all costs and expenses incident to the foreclosure proceedings, including a such items as are mentioned in the preceding para ond, all other items which under the terms hereof constitute secured indebte. Such ditional to that evidenced by the note hereof the proceedings are the provided; third, all principal and interest thereon as herein provided; third, all principal and interest remaining unaid, burth, any overplus to Mortgagors, their sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust D.ed, "a Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with out circe, without regard to the solvency or insolvency of Mortgagors/at the time of application for such receiver and without regard to the then "like if 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 profits of said premises during the pendency of such foreclosure suit and, in care as as as and a deficiency, during the full statutory speciod for redemption, whether there be redemption or not, as well as during any further times when "one, gors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which my be ne essary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of six depend. 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) The deficiency in time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become "op"—to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and or here by the decree foreclosing this Trust Deed, or of the file my arrowision thereof shall be subty.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any d fense 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 a cess increto shall be mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee b o ligated 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 missions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indee nities satisfactory to him before exercising any power herein given.
- 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. Chicago Title and Trust Co. 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 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 TRUST DEED IS FILED FOR RECORD.

END OF RECORDED DOCUMENT