## UNOFFICIAL COPY

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. •		1	M	Long F. alen	AECOREI COGR COG	ER OF DEEDS SHIFT, ILLEHOUS OR RECORD	
(Mont	TRUST DEED (Illin For use with Note Forn thly payments including	ois) 1448 g interest)				OR ABSORD	1
			1977 <b>007 127</b> 7	M19457 0	2094520 - A -	Har	5.10
	22 094	520			ce For Recorder's Use On		7.10
	ENTURE, made	October	9, 19 7	2 <sub>, between</sub> Mario	n Horzena and Jes	an Horzepa,	<u>·                                     </u>
.A. Eid					herein refer	red to as "Mortga	gors," and
rein refer	red to as "Trustee."	witnesseth:	That, Whereas Mortgage	ors are justly indebted	o the legal holder of a	principal promis	sory note,
rmed ."Ins Oth Cer	stallment Note," of	even date he and Cons	rewith, executed by Mor	tgagors, made payable	to brenex		- 1
d delivere	d, in and by which	note Mortgag	ors promise to pay the p	rincipal sum of Five	Thousand Six Hund	ired Sixty-	one
	nce ( ) incipal ren	aining from	time to time unpaid at th	•	e, and interest from per cent per annum, such	principal sum ar	nd interest
be payal	bl in in allments	s follows:	Ninety-four and	36/100	100 -		Dollars
			, 19 <u>72</u> , and <u>Nine</u> th thereafter until said no		hat the final payment of p	orincipal and inter	Dollars rest, if not
oner paid.	, shall be fue n th	8th_d	ay of November	, 19_77; all such	payments on account of e and the remainder to pr	the indebtedness	evidenčed
said inst	allments conf. tutir	principal, to	o the extent not paid w	hen due, to bear interes	t after the date for paym	ent thereof, at the	he rate of
po	er cent per annum,  or at such o	, d , ll such pa her place as ti	ayments being made paya he legal holder of the not	ble atBARK_OI_ e may, from time to time	e, in writing appoint, which	h note further pro	ovides that
ome at or	on of the legal holde nce due and payable,	r the cot and at the place of	without notice, the principle of payment aforesaid, in case	oal sum remaining unpai se default shall occur in t	d thereon, together with ac he payment, when due, of	crued interest the any installment o	reon, shall f principal
interest ir	n accordance with th	e terπ , th/ rec	of or in case default shall	occur and continue for t	hree days in the performa- tion of said three days, w of protest.	nce of any other	agreement
NOW 1	THEREFORE to se	cure the payr	me it of the said principal	sum of money and in	erest in accordance with	the terms, provi	isions and
itations c ortgagors	of the above mention to be performed, a	ned note and nd also in co	ons	the performance of the of One Dollar in hand	covenants and agreemen paid, the receipt whereo ors and assigns, the follow	ts herein containe f is hereby ackn	ed, by the lowledged,
iali of ti	heir estate, right, tit	le and interes	it therein, si' ate, lying a	nd being in the			
	Chioago	<u> </u>	_, could it or	ook	and the second of	TE OF ILLINOI	S, to wit:
t 38 8	39 in Block	21 in Pe	ennock in the We East of the Tola	st is of the Sou	thwest ¼ o≸ Sect:	ion 26	
wnsaip	1 40 North, R	ange 15 i	east of the Di	Principal her	Iuran.		. :
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					400 N	TAIL	-
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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 repressly 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, 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 dost of replacing or repairing the same or to pay in full the indebtendense secured hereby, all in companies saifsactory 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 and renewal policies, to holders of the note, and in case of increase about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In one of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required or nortgagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required or nortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur a nees, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or tille or claim thereof, or redeem from any ax s<sup>-1</sup> or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all experses p id or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of it in or 1<sup>-1</sup> protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action have; any horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without, sitce and with interest thereon at the rate of seven per cent per annum lation of Trustee or holders of the note shall never be considered as a new or any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the not ders of the note hereby secured making any payment hereby authorized relating to axes or assessments, may do so according to any bill, star men or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the value and of any tax, assessment, sale, orfeiture, tax lien or title claim thereof.
- 6. Mortgagors shall pay act item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding 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, prin case defaul shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secur d 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 have an interest, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt 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 by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, out, we for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended all r or ny of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similir do it and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vice in e 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 xps disturbed and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in micropic 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 is onnection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them has be a party, either as plaintific, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the corn can ment of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

  8. The representative of the proceeding which might affect the premoses of the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it miss as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtednes and atomat to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaids for the 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 Trust Deck, the Coll in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without negard to the solvency or insolvency of Mortgagors at the time of application for such receiver and 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 hereunder may be appointed as such receiver. Such a profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Muge ors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be nece sary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of saic 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) The invest mess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sure in the lien hereor or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and off in the contraction.
- 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 times and across 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 ob gated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for at, 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 inden nities satisfactory to him before exercising any power herein given.
- 33. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence the 3 indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of a person who shall either before or after maturity, thereof, produce and exhibit to Trustee the principal note, representing that all glets do as hereby secured has been paid, which representation Trustee may accept as true without negative. Where a release is requested of a successor trustee may accept as the person who note which because the such successor trustee may accept as the genuine note herein described any note which bear a certificate of identification purporting to be executed by a prior, trustee hereunder or 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 the makers thereof, and where the classe is requested of the original trustee and he has never 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 have 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, Gerald R. Hohrbacher 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 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.

Form 102 Bank of Lincolnwood 1m r

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

Trustee

END OF RECORDED DOCUMENT

22 094