UNOFFICIAL COPY

TRUST DEED (Illinois) (Monthly payments including integrant) The Above Space For Recorder's Use Only The Above Space	st s s s s s s d d h f d attail all all all all all all all all all
TRUST DEED (Illinois) to 1772 3 00 PM The Above Space For Recorder's Use Only This Indentities, made October' 314 19 72 between Harold E. Anderson and Mildred I. Anderson, his wife, herein referred to as "Mrussen" witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder, of a principal promissory, note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer. Faul R. Skalac, Trustees, and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100—————————————————————————————————	st s s s s s s d d h f d attail all all all all all all all all all
The Above Space For Recorder's Use Only This INDENTURE, made Octobier' 314 19 72 between Harold E. Anderson and Mildred I. Anderson, his wife, herein referred to as "Nortgagors," and Foul R. Skalla, herein referred to as "Nortgagors," and ferrented 'installment Note," of even date herewish, executed by Mortgagors, made payable to Bearer. Faul R. Skalla, herein referred to as "Nortgagors promise to pay the principal sum of Fifteen Thousand and 00/100 and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100 and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100 on the Jance of principal remaining from time to time unpaid at the rate of 7 per cent per annum, such principal sum and interest to see as able in installments as follows, One Hundred Sixteen & 30/100 or more	st s s s s s s d d h f d attail all all all all all all all all all
THIS INDENTURE, made October 314 19 72 between Harold E. Anderson and Mildred I. Anderson, his wife, Faul R. Skala, herein referred to as "Mortgagors," and Anderson, his wife, Faul R. Skala, herein referred to as "Thustee," witnessenh: That, Whereas Mortgagors, made payable to Bearer. Faul R. Skala, herein referred to as "Thustee," and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100 Dollars, and interest from date hereoff on the blance of principal remaining from time to time unpaid at the rate of per cent per annum, such principal sum and interest to be not bit in installments as follows. One Hundred Sixteen S 30/100 or more	st s s s s s s d d h f d attail all all all all all all all all all
THIS INDENTURE, made	st s s s s s s d d h f d attail all all all all all all all all all
Anderson, his wife, Skala, herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder, of a principal promissory, note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer. Faul R. Skala, Trustee, and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100—————————————————————————————————	st s s s s s s d d h f d attail all all all all all all all all all
Anderson, his wife, Skala, herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder, of a principal promisery, note, errored "Installment Note," of even date herewish, executed by Mortgagors, made payable to Bearer. Faul R. Skala, Trustee, and delivered, in and by which note Mortgagors promise to pay the principal sum of Fifteen Thousand and 00/100—————————————————————————————————	st s s s s s s d d h f d attail all all all all all all all all all
herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promisory note, termed "installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer. Poul R. Skola, Trustee, and delivered, in and by which note Mortgagors promise to pay the principal sum of Pifteen Thousand and 00/100—————————————————————————————————	st s s s s s s s s s s s s s s s s s s
and delivered, in and by which note Mortgagors promise to pay the principal sum of Pifteen Thousand and 00/100	st s s s s s s s s s s s s s s s s s s
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on the lance of principal remaining from time to time unpaid at the rate of 30/100 or more————————————————————————————————————	ss stated had all all all all all all all all all a
on the 1th day of December 19 72, and One Hundred Sixteen & 30/100 or more————————————————————————————————————	rs dd h bf at at all nt de ce,
Together with all improvements, tenements, t	dd h h of at all al nt ce,
by said note a plied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installs rule constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of The Berwyn National Bank The Berwyn Nati	at at all all all all all all ale d, e, it:
at the election of the wall solver thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and a yab) at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Dece (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive sentiment for payment, notice of dishonor, protest and notice of protests. NOW THEREFORE, to secure the ayment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned tote and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and a oil of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors by these presents CONVEr of WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest the situate, lying and being in the VIII.age of LuGrange Park COU ITY OF Cook AND STATE OF ILLINOIS, to with LuGrange Park in Section 27, Tanship 39 North, Range 12 East of the Third Principal Meridian, according to the Place benefit and application to the Place benefit of the property hereinafter described, is referred to herein as the principal and unity and on a parity will said real estate and not secondarily), and all fixtures, apparatus, equipment of the property hereinafter described, is referred to herein as the principal and profits thereof to so long and during all such times as Mortgagors may be entitled thereto (whic, rer , issues and profits are pledged primarily and on a parity will said real estate and not secondaril	at ill al nt ill id ne d, e,
occome at once due and rayon, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance wit' the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Dec (ir which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive sentiment for payment, notice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the awarent of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned tote in do this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and a oil of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors by these presents CONVET: a dWARRANT unto the Truste, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and increst the situate, lying and being in the VIIIage of LaGrange Tark COU ITY OF Cook AND STATE OF ILLINOIS, to with Lot 3 in Block 5 in Chicage Title and Trust Company's Forest Preserve Addition to LaGrange Park in Section 27, Tariship 39 North, Range 12 East of the Third Principal Meridian, according to the Plat hereof recorded May 9, 1924 as Document 8408349 in Cook County, Illinois** Which, with the property hereinafter described, is referred to herein as the "painteen" and profits are pledged primarily and on a parity with solong and during all such times as Mortgagors may be entitled thereto (which ren's, issues and profits are pledged primarily and on a parity with solong and during all such times as Mortgagors may be entitled thereto (which ren's, issues and profits are pledged primarily and on a parity with said and profits the property hereinafter described, is referred to herein as	al nt ill nd ne d, e,
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which, with the property hereinafter described, is referred to herein as the "permises," TOGETHER with all improvements, tenements, easements, and apputance cest thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (whice rent, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or "colono or hereafter therein or thereon used to supply heat gas, water, light, power, refrigeration and air conditioning (whether single units cen rally controlled), and ventilation, including (without re stricting the foregoing), screens, window shades, awnings, storm doors and windows, fic reverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether, hy istally attached thereto or not, and it is agreed tha all buildings and additions and all similar or other apparatus, equipment or articles her after placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.	And the international control of the second
which, with the property hereinafter described, is referred to herein as the "permises," TOGETHER with all improvements, tenements, easements, and appropriate the propriate profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which remains a profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment on the propriate profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment on the profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment on the central profits of the reference of the profits of the profits of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles her after placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises when the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.	the second of the second
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an oblithings and acondons and an infinitar or other apparatus, equipment or articles her articles her face in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.	e- 11
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his success? and assigns forever, for the purposes and upon the use	at IC-
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successed and assign forever, for the purposes, and upon the use and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestean exemption Laws of the State of Illinois, which	ses ich
said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing vn page (the reverse side of this Trust Deed are incorporated herein by reference and hereby are made a part hereof the same as though they w. he e set out in full and shall be binding o	
Mortgagors, their heirs, successors and assigns.	ОΠ
Witness the hands and seals of Mortgagors the day and year first above written.	
PRINT OR Harold E. Anderson Mildred I. Arderson, his wife,	:a1)
ITTE NAME(S) BELOW	•
SIGNATURE(S) (Seal) (Sea	al)
State of Illinois, Country of Cook ss., I, the undersigned, a Notary Public ir and fo said Count	ıty,
in the State aforesaid, DO HEREBY CERTIFY that Harold E. Ar 16 Son, and Mildred I. Anderson, his wife,	
OTA'D IMPRES personally known to me to be the same persons whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and ac now	
Organ C edged that hey signed, sealed and delivered the said instrument as their	
free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead.	in
Given under my hand and official seal, this day of 19	
Commission expires CHAS. F. KECILER - Notary Poster 19 Notary Public Not	blic
My Commission Expires Sept. 27, 1974 ADDRESS OF PROPERTY:	
	<u>Ų.</u>
NAME THE BERWYN NATIONAL BANK THE ABOVE ADDRESS IS FOR STATISTICAL	3
7112 West Cermak Road PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED	<u>5</u> 5
	77 107
CITY AND ZIP/CODE (Name)	>> 107 55f
OR RECORDER'S OFFICE BOX NO. 7 77	22 107 556
(Autoress)	52 IN7 556

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E FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

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- 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 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. Mortagapor 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 saffactory 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 mortagage clause to be attached to each policy, and shall deliver real 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.
- 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 full or partial payments of principal or interest on prior er umb ances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redem from any alle or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the nule to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which actic he authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not ce and with interest thereon at the rate of seven per cent per annum. Intention of Trustee or holders of the note shall never be considered as a valver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trust of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to tay bit, and the ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into a so lidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shal, ay hitem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the holder of 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, or in called a duly shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby seriful 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 mall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendence in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendence in an avenue switch may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fee, outlays or documentary and experts evidence, stenographers' charges, publication costs and costs (which may be estimated as to litems to be expended after mitry of the decree) of procurring all such abstracts of tille, tills esarches and examinations, guarantee policies, Torrens certificates, and 'milar' ata and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such s. t or to evidence 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 'it' all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby at Jim nediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of we to in connection with (a) any action, suit or proceeding, including but not limited Deed or any indebtedness hereby growers or holders of we to in connection with (a) any action, suit or proceeding, including but not limited Deed or any indebtedness hereby growers. In the payable in the order of the fore to incurre the order of the foreclosure hereof after accural of such right to foreclose whether or not actually commanced or (c) at all ones for the defense of any threatened suit or proceeding which might affect the premises
- 8. The proceeds of any foreclosure sale of the premises shall le distrit. I and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all suc items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indo tednes, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremai, ing 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 T. 1st. Je. d. the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after saie, 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 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 a ce. . Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in lase if a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further the set hen Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when have necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the while of said 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: 11. The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become—error 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 z, d det iency.
- 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 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 (.m. a. 1 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 Tr stee e obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and a nay equire indemnities satisfactory to him before exercising any power herein given.
- nereuner, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and ie hay 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 or dence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and it is requested of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all is used in the presentation that the presentation that the principal note, representing that all is used in the presentation that the presentation that the principal note presenting that all is used in the presentation that the presentation
- herein described any note which may be presented and which companies 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 hav 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 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.

The Ir	istallme	ent N	ote m	entioned	in the w	ithin T	rust Deed	has	been
identifi	ied here	with	under	Identific	ation No.	4			<u></u>
	12.5	*. <u> </u>				<u> </u>			

