NOFFICIAL COPY

Gilmy K. Olece

COOK COUNTY . ILLING FILED FOR RECORD

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TRUST 22 107 992 CHARGE TO CERT THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made August 10, 1972, between Ronald V. Brandt and Karla L. Brandt, husband and wife herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY Illinois 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 hereinafter described, delive ed in and by which said Note the Mortgagors promise to pay the said principal sum XXXXIVEEX **EXOXX** XX XXXXXXXXXXX ðŧΧ Y. ... XXXX. XXXXXX... XX ХX XXXXXX thereafter until said note is fully paid except that the final he 10th day of August 19 76 payment of principal and interest. If not sooner paid, shall be due on the 10th day of August 19 76

All such payments on account of the increase evidenced by said note to be first applied to interest on the unpaid principal the rate of seven per cent per annum and all of said principal and interest being made payable at such banking house or trust company in

Oak Brook, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment the office of Lumbermens Mutual Casualty Company XXXXXXX NOW, THEREFORE, the Mortgagors to secure the payment 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 co-mants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt hereof is breby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and a of a cir estate, right, title and interest therein, situate, lying and being in the CONK AND STATE OF ILLINOS, SUNTY OF COOK Lot Sixteen (16) in Block twen y-three (23) in Hanover Highlands Unit No. Three (3), Village of Parover Park, Cook County, Illinois, a subdivision of part (f he Northeast Quarter (1) of Section 31, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat t ereof registered in the Office of the Registrar of Titles of Cool County, Illinois, on May 19, 1964, as Document No. 2150586. which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenan long and during all such times as Mortgagors may be entitled thereto (which are pledge and all apparatus, equipment or articles now or hereafter therein or thereon used to (whether kingle units or centrally controlled), and ventilation, including (without rewindows, floor coverings, inador beds, awnings, stoves and water heaters. All of the for attached thereto or not, and it is agreed that all similar appearatus, equipment or articles hor assigns shall be considered as constituting part of the real estate.

TO HAVE AND THEOLD the premises unto the said Trustee, its successors and assign that the said of the control of the control of the temperature of This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the trust deed) are incorporated herein by reference and are a part hereof and shall be binding witness the hand S...... and seal Mortgagors the day and year firs STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ronald V. Brandt and Karla L. Brandt, nusband and Cook who are personally known to me to be the same person

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) property repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be distroyed; (2) keep said-premises in good condition and repair, without waste, and free from mechanics we note lines or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebteness 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; (4) complete within a reasonable time any building or buildings nower of at any time in process of erection upon said premise; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general tases, 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, included by statute, any tax or assessment which Mortgagors may desire to context.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said geomies; indused the statute of the context.

and other changes against the premities when our and stant, upon which request, normal to a motivate the contest.

3. Mortgagers shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 underses secured hereby, all in companies satisfactory to the holders of the notes 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, and 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 defer all policies, large prior to the repactive dates to propriate the repair of the repactive dates to propriate the repair of the repactive dates to propriate the repair to the repair to the repactive dates to propriate the repair to the r

nte est on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein con inted.

7 — on the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to for 1/c be lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all exp neducer 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 outly a for occumentary and expert evidence, stenopaphers' charges, publication costs and costs (may be estimated as to tients to be expended after entry of its effected) for occumentary and expert evidence, stenopaphers' charges, publication costs and costs (when may be estimated as to tients to be expended after entry of its effected) is a second assurance policies. Torrens certificates, and similar data and assurance is a paragraph mentioned shall become so much additional indebtedness secured hereby a due and payable, with interest thereon at the rate of second entry of the premises of the nature is a paragraph mentioned shall become so much additional indebtedness secured hereby as use?

8 of the proposal and bankrupte proc edines, to which either of them shall be a party; either as plantiff, claimant defendant, by reason of this trust deed or any indebtedness hereby sure?

8 of the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually comments and the propagations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually comments and expenses to the defense of any threatened suit or proceeding margraph hereof, second, all other terms which under the terms hereof const tute secured indebtedness additional to that evidenced by the note, with i

principal and interest remaining unpart of unit note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assign, as their rights may appears.

9. Upon, or at any time after the filling of the properties of the properties. Such appointment may be made either before or at restle, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency or insolvency of Mortgagors at the time of the premises of whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Whether the same shall be then occupied as a homestead or not and the predency of such foreclosure suit and, in case of a a keep of a deficiency, during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, every for "intervention of such receiver, would be entitled to collect such refits, issues and profits, and all other powers which may be necessary or are usual in "the case of the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time lay auth virtue the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree (e closing this trust deed, or any tax, special assessment or other limits may be or become superior to the lien hereof or of such decree, provided such applicance. In the prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provisi in her of 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 secur. 4

11. Trustee or the holders of the note shall have the right to insp

11. Trustee has no duty to examine the title, location, existence or condition to the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, no. shall, not be premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, no. shall, not be boiligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any. 15. "omissions hereof this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any. 15. "omissions hereof this trust deed not seem that the second of the trustee, and it may require indemnit' as a "factory to it before exercising any power herein given."

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon are: nation denote that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release by a continuity thereof, produce and exhibit to Trustee may execute and deliver a release by a continuity thereof, produce and exhibit to Trustee may execute and deliver a release by a continuity thereof, produce and exhibit to Trustee the note, representing that all indebted and as the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebted and the produce and exhibit representation. Trustee may accept as true without inquiry. Where a release is requested of a successor trust entrangement and the produce and exhibit representation. Trustee may accept as the note herein described any note which be the sars an identification number on the note described any note which because it is the same placed its identification number on the note described any note which may be presented and which conforms in substance with the description herein contain

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPAN

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Γ	DmitheB	acher, 12	fason	b
L	Logol _	grow ?) US (60049	

PLACE IN RECORDER'S OFFICE BOX NUMBER_

FOR RECORDER'S INDEX PURE INSERT STREET ADDRESS OF DESCRIBED PROPERTY HERE

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