UNOFFICIAL COPY

いるとは、これは、アナナナートングラングになる。 GEORGE E. COLE® FORM No. 206 1070 NOV 21 AM 9 16 SOFT CHAPP OF DIRECT 22 126 511 TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including inte NOV-21-72 533282 0 22126511 4 A --- Rec 5.10 The Above Space For Recorder's Use Only November 18, 19 72, between Harold Richardson and Annie R. THIS INDENTURE, made _____ Richardson, his wife herein referred to as "Mortgagors," and R.A. Eiden 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 2004 to Style Builders, Inc. and delivered, in and by which note Mortgagors promise to pay the principal sum of Three Thousand Eight Hundred Nineteen and 00/100 -__ Dollars, and interest from on the balance of principal remaining from time to time unpaid at the rate of to be payable in installments as follows: Sixty-three and 65/100 - - per cent per annum, such principal sum and interest to be payane in installments as follows: DIALY-LITTER and 65/100 - Dollars on the '7th day of January 19-73, and sixty-three and 65/100 - Dollars on its - 2th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid shall be due on the 17th day of December 19-77. all such payments on account of the indebtedness evidenced by said or its obe applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said any intension constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of principal constituting principal said such payments being made payable at Bank of Lincolnwood p r cet | per annum, and all such payments being made payable at Bank of Lincolmwood

on ta such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder of the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at one of the legal holder of the place of payment aforesaid, in case default shall occur and continue for three days in the performance of any other agreement this Tru t D d in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto several, we re-resentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORL, to core the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above me and do this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, at d'ao in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents C AVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, atte and interest therein, situate, lying and being in the

Village of Phoenix

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit: Lots 61 and 62 in Block / in Masonic Addition to Harvey, being a subdivsion of lots 3 and 4 of Ravesloot's Subdivi and of lots 2 to 7 and 15 in Section 16, Township 36 North, Range 14 East of the Third Principal Meridian. which, with the property hereinafter described, is referred to ht cin as the "premises,"

TOGETHER with all improvements, tenements, easement, and "tenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled they of twich rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, eq pment or articles now or hereafter therein or thereon used to supply heat, as well in the program of the properties of the profits of the program of th (Seal) Hara'd Richardson PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) larold Richardson al) Annie R. Richard & Origical) of Hingh Grouply of Co. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Richardson and Annie R. Richardson, his wife personally known to me to be the same person 5 whose name are subscribed to the foregoing instrument, appeared before-me this d. y. 1 person, and acknowledged that $\frac{1}{2}$ signed, sealed and delivered the said instrument as $\frac{1}{2}$ signed, sealed and delivered the said instrument as $\frac{1}{2}$ received and voluntary set, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Whend and official seal, this November ADDRESS OF PROPERTY: 15227 6th Ave. Phoenix, Illinois

Bank of Lincolnwood

CITY AND STATE <u>Lincolnwood</u>, Ill.

RECORDER'S OFFICE BOX NO.

4433 W. Touhy Ave.

ZIP CODE __60646

NAME

ADDRESS

MAIL TO:

OR

DOCUMENT NUMBER

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

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) pag 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, 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 indebtechess secured hereby, all in companies afficatory 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 insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In sase of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required o' N. vtv gors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbs ances, 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 sa' r forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses a paid or incurred in connection therewith, including reasonable compensation to Trustee for each matter concerning and the properties of the notice of the note shall become formed and the notice of the notice of the note shall never be considered as a we'ver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
 - 5. The Trustee o. . e. ... lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, s a m nt or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vs. div of any tax, assessment, sale, forfeiture, tax lienor title or claim thereof.
 - 6. Mortgagors shall pay sch mot indebtedness herein mentioned, both principal and interest; when due according to the terms hereof.

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 6. Mortgagors all major indebtedness secured by his Trust Deed shall, notwithstanding anything in the p neit al note or in this Trust Deed shall, notwithstanding anything in the p neit al 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 case def u" 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 see: ethall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustees it III by "sight to forecless the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgay." by "a any suit to forecless the lien hereof, there shall be allowed and included as additional included as a paraiser's fees, outlays "commentary and expert evidence, stenographers' charges, publication cogsts and costs (which may be estimated as to items to be expended 'ter' by of the decree) of procuring all such abstracts of title, title scarches had examinations, guarantée policies, Torrens certificates, and sir ilar da a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit yr to evidence to bidders at any sale adprisuant to such decree/file true condition of the title to or the value of the premises. In a "o", "I expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mm diately due and payable, the interest thereon at the rate of severa per cant per annum, when paid or incurred by Trustee or holders of the not in connection with (a) any action, suft or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of thus, "and be a party, either a plantifit, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations or the camencement of any suit for the foreclose whether or not actually commenced; or (c) per a "one for the defense of any threatened suit or proceeding which might aff
 - 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 terms as are mentioned in the preceding paragraph hereof; second, all other flows which under the terms hereof constitute secured indebt dness delicated to that evidenced by the note hereby secured, with interest thereon a) herein provided; third, all principal and interest remaining 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 Tru t Dc 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 sales and the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sales and the true of application for such receiver and without regard to the true and the true 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 ecce. From the profits of said premises during the pendency of such foreclosure suit and, in as a sale and a deficiency, during the full statutory period for redemption, whether there be redemption on on, as well as during any further mes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when the processary of are usual in such cases, for a usual in such cases, and in the provision of the usual usual cases.
 - 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be ubjec to any defense which would not good and available to the party interposing same in an action at law upon the note hereby secured.

 - 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall T₁ we ee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be by 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 he may require 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 satisfactor evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to an at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereof societies and the presentation Trustee may accept as true the principal note, representing that all indebtedness here a secret societies are paid, which representation Trustee may accept as true before the principal note of dentification put, orthing the 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 clease is requested of the original truster and be has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuli e prin ipal note herein described any note which may be presented and which conforms in substance with the description herein contained of the most into the herein described any note which may be presented and which conforms in substance with the description herein contained of the most into the herein described any note which have been described and which conforms in substance with the description herein contained of the most into 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 be seen as a second of the Recorder of Registrar of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which this instrument shall be seen as a second of the Recorder of Registrar of Titles in which the second of the Recorder of Recorder of Registrar of Titles in which the record of the Recorder of Record

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, Getald R. Mohrbacher 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 Installment Note mentioned in the within Trust Deed has been

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identified herewith under Identification No.

EEND OF RECORDED DOCUMENT