UNOFFICIAL COPY

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

Shidny F. Oliver

PROGRESS OF DEEDS COOK COUNTY, ILLINOI FILED FOR ZECORD

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* 1 To 1		ier 8, 19 72 , bet	ween Peter Buciak and Carol M	
	URE, madeDecemb			
wife L. Eiden	-		nerein referred	to as "Mortgagors," and
rein referred rmed "Installi		eth: That, Whereas Mortgagors are the herewith, executed by Mortgagors	justly indebted to the legal holder of a pr. made payable to Rocket	incipal promissory note,
d delivered, i		rtgagors promise to pay the principal	sum of Five Thousand Eighty-t	wo and 60/100
82.60} - the balance	of principal remaining for	rom time to time unpaid at the rate	Dollars, and interest from of per cent per annum, such per	incipal sum and interest
be payable	in installments as follow	s:Eighty-four and 71/100	four and 71/100	Dollars
the 2no oner paid, sh said note said instail	day of each and every a' be due on the 22nd be applied first to accru ne as constituting princip	month thereafter until said note is funday of December 19	illy paid, except that the final payment of pring 77; all such payments on account of the principal balance and the remainder to prince, to bear interest after the date for payment.	cipal and interest, if not indebtedness evidenced inal; the portion of each
he election of ome at once interest in act tained in the ties thereto	o' at sich other plac of the "gal nolder thereof due and pa' old at the pi ecordance vith '' e terms is Trust Dec' (in 'ch' severally waive rese m	e as the legal holder of the note may, f and without notice, the principal sur lace of payment aforesaid, in case defar thereof or in case default shall occur : event election may be made at any tin tent for payment, notice of dishonor,	from time to time, in writing appoint, which is remaining unpaid thereon, together with accrulit shall occur in the payment, when due, of a rand continue for three days in the performance after the expiration of said three days, with protest and notice of protest.	ued interest thereon, shall by installment of principal e of any other agreement hout notice), and that all
NOW THE sitations of to ortgagors to ortgagors by d all of their	EREFORE, to see et a the above mentioned rot be performed, and a these presents CONVEY r estate, right, title and i	e payment of the said principal sum e nd of this Trust Deed, and the p in consideration of the sum of On y and WARRANT unto the Trustee, inter st u erein, situate, lying and be- tor of the control of the control of the control of the CONTY OF COOK	of money and interest in accordance with terformance of the covenants and agreements e Dollar in hand paid, the receipt whereof its or his successors and assigns, the following in the	he terms, provisions and herein contained, by the is hereby acknowledged, ng described Real Estate, E OF ILLINOIS, to wit:
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: 32 in 1 vnship 39	the Subdivision 9 North, Range 1	of Block , in Canal Tru 4, East f the Third Pr	stee's Subdivision of Section incipal Meridian.	1 7,
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	V	0/	500	NA A III A BA
				Y 1, 2, 1 1
TOGETI		lescribed, is referred to herein as the		ies and profits thereof for
long and did real estates, water, lip ricting the fifth the foregoid buildings assors or assistor assistor assistor and trusts here	HER with all improveme turing all such times as Mete and not secondarily), ght, power, refrigeration oregoing), screens, windo incompany are declared and agree and additions and all sin igns shall be part of the YE AND TO HOLD the rein set forth, free from all benefits Mortgagors di	onls, tenements, easements, and applifortgagors may be entitled thereto (wand all fixtures, apparatus, equipmen and air conditioning (whether single w shades, awnings, storm doors and ed to be a part of the mortgaged pre- nilar or other apparatus, equipment oo mortgaged premises. Premises unto the said Trustee, its o all rights and benefits under and by o hereby expressly release and waive	tenances thereto belbaging, and all rent; issues and profits are pledged prim to r. ticle now or hereafter therein or the unit or en'ally controlled), and ventilation window, fi or coverings, inador beds, stower insess whe her a visically attached thereto or articles he after laced in the premises by this successors and assons, forever, for the p wirtue of the Honest and exemption Laws of	arily and on a parity with recon used to supply heat, on, including (without re- s) and water heaters. All not, and it is agreed that Mortgagors or their suc- urposes, and upon the uses the State of Illinois, which
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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 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 tereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings 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; are 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provistatute, 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, ligt n. 3g and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing repa ing the same or to pay in full the indebtedness secured hereby, all in companies satisfactor to the holders of the note, under insurance pour payable, in case of loss or damage, to Trustee for the onefit of the holders of the note, such rights to be evidenced by the standard mortgage clar se to be attached to each policy, and shall deliver all policies; including additional and rewal 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 or insurance about to expire, shall deliver renewal potices not less than ten days prior to the respective dues to explication.

 4. I cas of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of perform any act hereinbefore required or Mo. 22 ors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumor uses if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or tellam thereof, or redeem from any it as a c for feiture affecting said premises or contest any tax in any same paid for any of the purposes herein authorized and all expense. Jai 'o. 'neutred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or holders of the note to 'neet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein, author.' "of may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice a 'use' interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of 'us' right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the noteers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, stater and or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagors shall pay each it m of nde edness herein mentioned, both principal and interest, when due according to the terms hereof, election of the holders of the pien all site, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, instanding anything in the principal need to in this Trust Deed to the contrary, become due and payable when default shall occur in payment cipal or interest, or in case default shall occur in continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby secured s all 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 Trust of foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In e y su to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense y 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, outlays for do une tary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after et ry of the decree) of procuring all such abstracts of title, title searches and costs to be reasonably necessary either to prosecute such suit or to evidene or oilders at any abe had pursuant such terree the true condition of the title to or the value of the premises. In addition, all ex additions and expenses of the nature in our all the recent per annum, when paid or incurred by Trustee or holders of the note in counts in which is a proposed and bankruptey proceedings, to which either of them shall be a party, ether as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness serieby secured, or (b) preparations for the detree as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured. Or (b) preparations for the detree as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured. Or (b) preparations for the detree as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured. Or (c) preparations for the detree as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured. Or (c) preparations for the detree as plantiff, claimant or defendant, by reason of this Trus
- 8. The proceeds of any foreclosure safe of the premises shall be distributed and applie 1 in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items 2 are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, as one plus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filling of a complaint to foreclose this Trust Deed, the Court i which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice "mout regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value or hether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall he power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficie cay, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mort agors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessar or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. Tae "out 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 indebted as a "use the hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be on become superior as the "in here of or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any def as which would not be 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 Trustee be obligated to r ord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or on ssions hereunder, except incase of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indea utiles satisfactory to him before exercising any power herein given.
- satisfactory to him before exercising any power neering given.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all 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 any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a criticate 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 release requested of the original trustee and he has rever 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 may 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.

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.

identified herewith under Identification No.

'END OF RECORDED DOCUMENT