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GEORGE E. COLEG LEGAL FORMS

FORM No. 206 May, 1969

DEC-29-72 555481 • 22171303 • A — Rec

5.00

S-114-	DENTURE, made _			Z, between W	111am T. S. 174	770m 1 C-	
	an His Wife J	<del>-Ly</del>			he he	rein referred to a	"Mortgagors," an
herein re termed "	ferred to as "Trustee Installment Note," of	" witnesseth: T even date here	Jerome R  That, Whereas Mortgagor ewith, executed by Mort	Thomas s are justly ind gagors, made p	ebted to the legal hol	der of a principa	l promissory note
and delive	ered, in and by which	note Mortgagor	rs promise to nay the pri	noinal aug			
on the ba	lance of principal re-	**********	mo to time		Dollars, and interest f	One Hundred	Fifty One a
be pay	yable in installments	as follows: No	me to time unpaid at the	rate of	per cent per ann	um, such principa	I sum and interest
71 L	20th day ofp	- 1 Tollows 1	ine to time unpaid at the inety Seven and (	<del>/                                     </del>			Tollow
oon pa y said ir f said ir	be applied first in an in its constitution	to accrued and g principal, to	y of January I unpaid interest on the t the extent not paid who	., 19_80_; all npaid principal n due, to bear	such payments on acc balance and the remain interest after the date	ment of principal count of the inde ider to principal; t	and interest, if no btedness evidenced he portion of each
t the electer at interest ontained arties the	ra' such o ction of the le al bolde conce due an payable t in accordance with the in this Trust Deed in creto severally wais	ther place as the r thereof and wi at the place of p terms thereof a wind the place of p terms thereof a which event electrical which event electrical terms thereof a which event for the property of the place of t	ments being made payable legal holder of the note ithout notice, the principal payment aforesaid, in case or in case default shall octoor may be made at an payment, notice of disherent of the said o	nay, from time I sum remaining default shall occur and continu y time after the	an National Bar to time, in writing apportung the control of the control of the control of said three expiration of said three expirations are expiration of said three expirations of said th	nk and Trust pint, which note fur or with accrued into n due, of any insta performance of an	Co of Chic- orther provides that erest thereon, shall llment of principal ty other agreement
			f this Trust Deed, and t				
mo an or	their estate, right, tit	le and interest.	VARRANT unto the Truener in, situate, lying and	being in the	uccessors and assigns, t	the following desc	ribed Real Estate,
				Cook_	A1	ND STATE OF I	LLINOIS, to wit:
			is referred to herein as				1001
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## NOFFICIAL COPY

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 hereof, 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 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. 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 indebtedness secured hereby, all in companies satisfactory 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 ease 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 any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lies nor other prior lies or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contegt 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 autorneys fees, and any other moneys advanced by Trustee or the index of the note to protect the mortgaged premises and the lien hereof, plus reasonable companion to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and ayate without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never etc. It is reasonable composition of Trustee or holders of the note shall never etc.
- . It is Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or e. im. 'or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgrors still pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of 'e h dear of the 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 intered, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors.
- 7. When the indebtedn's here's secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or T ustee shall have the right to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a morter to be a morter to be the interest of the hereof, there shall be allowed and included as additional inchetedness in the decree for sale all era, didture and expenses which may be paid or incurred by on e health of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraise is fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to the start of the corrections, guarantee policies, Torrens certificates, and a nilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute substances of the nature in this paragraph mentioned shall become so much additional indebtedness secured here by additional indebtedness secured here by additional indebtedness hereby secured of the connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of hem shall be a party, either as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises of any forcelosure hereof affer accurated of such right to forcelose whether or not actually commenced; or (c) p. paratic is for the defense of any threatened suit or proceeding the to the premises shall be user in the following order of priority. First, on account
- 8. The proceeds of any forcelosure sale of the premises shall be districted and applied in the following order of priority: First, on account of all costs and expenses incident to the forcelosure proceedings, including a local items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebt areas additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining and principal and interest trems of assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Jera, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the there which the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such acceiver. Such wiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale a dadiciency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of sair yer 1. 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 not be cheess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become such as the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and definence.
- 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 a cea 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 of igated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any cities of the content of the agents or employees of Trustee, and he may require in the may require in the 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 evidence that all adbetedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of my person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedous hereby secured has been paid, which representation Trustee may accept as true without inquiry where a release is requested of a successor finstee, 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 describion herein contained of the principal note described and which 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and whore the 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.
  - 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, 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 here is 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 hereander.

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.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND Identified horsewith under Identification No. LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.



