## INOFFICIAL COF

TRUST DEED (Illinois)
For use with Note Form 1448

Didney R. Colons

22 208 877 COOK COUNTY ILLENOIS

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The Above Space For Recorder Use Only  **Michael & Jane A. Minkin  **Description**  **Raymond Of Inford, Trustee and Daniel J. Outpitin, — herein referred to an "Mortgogen," and mercin referred to as "Trustee," witnesselven." That, Whereas Mortgogen are lastly included at the little blocker of a principal promisoory note, manufactured, in such which here Mortgogen promise to per yet principal arm.  **The Thousand Fight Hundred Twenty Fige and 45/100 Dollars, and interest from — methodolered, in such such principal arms in the form time to time usuals at the rate of _ per cent per anoma, such principal sum on the Judge of Fig. 1/21, and 2/41/21/21/21/21/21/21/21/21/21/21/21/21/21	(Monthly payments including interests	44,2	•		
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State-of-Lie North State aforesaid, DO HEREBY CERTIFY that Michael K, Mink n and Jane A. Minkin  personally known to me to be the same persons whose name a subscribed to the foregoing instrument, appeared before me this day in person, and acknownedged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given the matter of the same persons whose name a subscribed to the foregoing instrument, appeared before me this day in person, and acknownedged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given the matter of the same persons whose name a subscribed to the foregoing instrument, appeared before me this day in person, and acknownedged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given the matter of the same persons whose name a subscribed to the foregoing instrument, appeared before me this day in person, and acknownedged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given the matter of the same persons whose name a gree subscribed to the foregoing instrument, appeared before me this day in person, and acknowned the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given the matter of the same persons whose name a gree of the said instrument as their free and voluntary act, for the uses and purposes therein set forth, minkin matter of the same persons.  ADDRESS 3401 South King Drive Sensor of the same persons whose na	said real estate and not secondarily; agas, water, light, power, refrigeration an stricting the foregoing), screens, window; of the foregoing are declared and agreed all buildings and additions and all simila cessors or assigns shall be part of the mo TO HAVE AND TO HOLD the promotion of the property	d air conditioning (whether single hades, awnings, storm doors and w to be a part of the mortgaged prem or other apparatus, equipment or regaged premises.  emises unto the said Trustee, its or rights and benefits under and by viereby expressly release and waive.  ges. The covenants, conditions and hereby are made a part hereof the	units or cer rall controlled), an indows, floor c v. nas, inador lises whether paysically inched articles hereafter plac a in he p his successors and ass. ns. fore ertue of the Homestead Exertion provisions appearing on pag 2 same as though they were here.	od venuation, including videods, stoves and water heat thereto or not, and it is agreemises by Mortgagors or to, for the purposes, and upon a Laws of the State of Illino	ers. All reed that heir suc- the uses is, which
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personally known to the to be the said instrument as person, and acknown subscribed to the foregoing instrument, appeared before me this day in person, and acknown edged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Give the my said and official seal, this 28th day December 19_72  ADDRESS OF PROPERTY: 6937 S. Bennett  Chicago, Illinois 60649  THE ABOVE ADDRESS IS FOR STATISTICAL TRADIBLE BANK  NAME DREXEL NATIONAL BANK  MAIL TO: ADDRESS 3401 South King Drive  CITY AND Chicago, Ill. ZIP CODE 60616  NAME TO Chicago, Ill. ZIP CODE 60616		ana Jane	A. MINKIN		
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## <del>JNOFFICIAL C</del>C

## 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: ${}^{\circ}$

- 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 or over at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer
  ice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note
  original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by
  atte, 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 case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of this the about to expire, shall deriver fellowal publicis not less than ten days prior to the respective cases of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mo., gagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrr ...s, 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 alse—for feiture 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 less, and any their moneys advanced by Trustee or the and all expenses paid or incurred in connection therewith, including reasonable attorneys less, and any their moneys advanced by Trustee or holders of the new roots and shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not early with 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 way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be considered as a way of the purpose of the note shall never be consider
- 5. The Trustee or the hade's 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 estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each i em of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the unicipal 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 interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- Presence of the note of Trustee 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 shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It any so it to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures an expenses which may be paid or incred by or on behalf of Trustee or holders of the note for debtedness in the decree for sale all expenditures an expenses which may be paid or incred by or on behalf of Trustee or holders of the note for debtedness from the structure of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar late and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evir once to bidders at any sale which may be had pursuant to such decree the true condition of the title to be the value of the premises. In addition, il e per aitures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imm. In vivide and payable, with interest thereon at the rate of seven per cent per come so much additional indebtedness secured hereby and imm. In vivide and payable, with interest thereon at the rate of seven per cent per cannum, when paid or incurred by Trustee or holders of the note ir or ancetion with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the corn ence tent of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c)
- 8. The proceeds of any foreclosure sale of the premises shall be distribute and applied in the following order of priority: First, on account fall costs and expenses incident to the foreclosure proceedings, including all su h it m as are mentioned in the preceding paragraph hereof; secned, all other items which under the terms hereof constitute secured indebtedness ad itional to that evidenced by the note hereby secured, with alterest thereon as herein provided; third, all principal and interest remaining unpaid; for th, 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 Trust Deed, the cottin which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not not without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then valled 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 receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case cotal as a land deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Nortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be nece sary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole 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: (1) The made denses secured hereby, or by and address received to apply the net income in his hands in payment in whole or in part of: (1) The made denses secured hereby or by and decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become size or to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become size or to the lien hereof or of such decree foreclosing the subject the enforcement of the lien of this Trust Deed or of such provision hereof shall be subject to any decree which would an account of the provision hereof shall be subject to any decree.
- No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to .ny d .ense which would no and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be or 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 acts . . . issions hereunder, except in ease of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may requi s inder nities satisfactory to him before exercising any power herein given.
- satisfactory to nim before exercising any power nerein given.

  13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all it debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requer of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebt ane 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 certificate of identification purporting to be exactly 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 is requested of the original trustee and he has note which conforms in 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.
  - 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
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
shall be 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 a	le within 11dst Deed has been
identified herewith under Identification	No