UNOFFICIAL COPY

| TRUST ORED (United) (Note with Realy Name 1 states of the company | THUST REED (Blues) Resembly paymental intending trainers) FEB-8-13 5 7 5 5 5 6 a 22214529 v A — Rec 5. The Above Space For Recorder's Use Only The Above Space For Recorder's Use Only THIS INDENTURE, made For Public T 2. 19.73., betweeni_Bay_Simpann Robert L, Heintsbetweeni_Bay_Simpann Robert L, Heintsbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymate readenasessatesbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymates readenasessatesbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymates readenasessatesbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymates readenasessatesbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymates readenasessatesbetweeni_Bay_Simpann def Four Thousand Eight Hundred and No/100 **Addedictoreasymates | 5.757 | GAL FORMS | May, 1969 | Distroy of | CAROLONA | | RECORDER OF I | LINOIS |
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| THIS INDENTURE, made February 2, 19.73, between | THIS INDENTURE, made February 2, 19.73, between | - | TRUST DE | FD (Illinois) | 19 | 73 FEB 8 AM | 9 32 22 21 | 4 529 | |
| ROBERT I., Heints Robert I., H | HIS INDENTURE, made February 2. 19.73. between herein referred to as "Truster," witnessesh: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promisory note, termed "Installment Note," of even date herewish, executed by Mortgagors, made payable to Bearier "Installment Note," of even date herewish, executed by Mortgagors, made payable to Bearier and delivered, and aby which note Mortgagors bearies to pay the principal sum of Four Thousand Bight Hundred and No./100 and delivered, and only with other Mortgagors promise to pay the principal sum of Four Thousand Bight Hundred and No./100 and delivered, and only with other the sum of th | G | For use with I Monthly payments | Note Form 1448 i Including interest) | FEB8-73 "s | 75556 | 22214529 4 A | — Rec | 5.1 |
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| herrins referred to as "Traites" witnessell: That, Whereas Mortgagers are justly indebted to the legal holder of a principal promissory note, strength of the property of the | person referred to a "Trustee" witnessell: Task, Whereas Mortagaers are justly indebted to the legal holder of a principal promissory note, returned "Intelligent Note," of each of which note Mortagaers premise to pay the principal sum of Four "Thousand Eight Hundred and No./100 (1988) (19 | <u> </u> | | | | | | red to as "Mortgage | ors," and |
| and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand Eight Hundred and No/100 2 | and delivered, in and by which note Mortgagors promise to pay the principal sum of Four Thousand Eight Hundred and No/100 on the bolice of principal remains from time to time unput at the rate of .55(2) and . per cent per annum, sub-principal and and interest to be possible in 1 submission and interest to the control of each intuition and interest to the control of each intuition and interest to the control of each intuition and interest to the control of each of intuition and interest to the control of each of intuition and interest to the control of each of intuition and interest to the control of each of intuition and interest to the control of each of intuition and interest to the control of each of intuition and interest form to be above mentioned once and of the intuition and intuition and interest form to be above mentioned once and in interest form to be above mentioned once and in interest form to | herein r | eferred to as "I | | | re justly indebted to | the legal holder of a | principal promisso | ry note, |
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| on the 20_ day March 1973 | on the 20 day MATCh. 1973. and One. Hundred One. and. Mo/LOGSHAMESHEESE and interest, if not not the 20 day of real-principal and interest, if not sooner paid, shall be use as be 20 day of February. 1975. It is story payment or principal and interest, if not sooner paid, shall be use as be 20 day of February. 1976. It is a story payment of principal day of February. 1976. It is a story payment of principal day of the principal day and not to be applia in it is necessary and an interest on the unput principal dates and the remainder to principal, the profite of each carry of the principal day and not to be applia in the principal day of the principal day and not to the applia in the principal day of the principal day of the principal day and not to the principal day of the pri | on the b | alrace of rinci | pal remaining from t | ime to time unpaid at the rat | e of 53-2-113- p | er cent per annum, such | ı principal sum and | interest |
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON FAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- I. 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 resulteness 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.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer vice 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 unte, 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 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 claw 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 asul ance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of asu, ance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 4. ... ase of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mr 'eagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur orances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redered and all expertes p id or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced the holders of the nr of protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee or manufactured which action here's au horized may be taken, shall be so much additional indebtedness secured hereby and shall be mediately due and payable without the and 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 ... of any right accruing to them on account of any default hereunder on the part of Mortgagors.

 5. The Trustee of the note are of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do saccording to any bill, tat m'n or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valir' of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each item of indebtedness herein mentioned. both principal and interest, when due according to the terms hereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the incipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the incipal note 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 hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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.

 7. When the indebtedness hereby some results in the property of the control of the
- 8. The proceeds of any foreclosure sale of the premises shall be a stributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in the proceeding to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unit; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 2. Upon or at any time after the filing of a complaint to foreclose this Tru. Det d, the Court in which such complaint is filed may appoint a receiver of easily premises. Such appointment may be made either before or after site, whout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the an use 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 ecciver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in the production of the premise during any further time when Mortgagors or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all other power who have a receiver to apply the net income in his hands in part of the premises during the production, possession, control, management and operation of the premises during part of the production of the premises during the receiver to apply the net income in his hands in part of the premises during the production of the premises during the production of the premises during any further and period. The Court from time to time may authorize the receiver to apply the net income in his hands in part of the premises during the production of the court from time to time may authorize the receiver to apply the net income in his hands in part of the premises during the production of the premises of the premises of the production of the premises of the premises of the
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof sh. I 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.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall fromce be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lish for 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 autisactory to him before exercising any power herein given.
- 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 a. d. at the request of any debtedness secured by this Trust Deed has been fully paid; and Trustee may execute the principal note; representing that ... i ebbtedness person who shall either before or after maturity thereof, produce and exhibit provides the principal note of the principal note of the principal provides and the provides and exhibit provides and exh
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall lave
- 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 count;
 shall be first Successor in Trust and in the event of his or its death, resignation, inacting the refusal to act, the then Recorder of Deeds of the count;
 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.

identified herewith under Identification No.

END OF RECORDED DOCUMENT