## UNOFFICIAL COPY

* GEORG		M No. 206   y, 1969	0-	·~ a			
	25-149	16	<b>L</b> and the second			00/4 (3.4)	
(Mc	TRUST DEED (Illino For use with Note Form onthly payments including	is) 1448 Interest)	23 AM II I FEB-23-73	0, 22 22 5 6 2 9 6 2 6	2 <b>9 659</b> - 2223359 4	A — hee	<b>5.1</b> 0
				The Above Spac	e For Recorder's Use On	ily	,
THIS IN	DENTURE, made	Feb. 17,	19. <i>73</i> , bo	tween Mildi			
	Raymond C.	lifford, Trustee	and Daniel	J. Campion,	herein refer Successor Trust	red to as "Mortga; ee	gors," and
herein refe termed "I	erred to as "Trustee," nstallment Note," of e	witnesseth: That, Wherea ven date herewith, execut	s Mortgagors are ed by Mortgagor	justly indebted to s, made payable t	the legal holder of a o Bearer	principal promiss	ory note,
		ote Mortgagors promise to ive Hundred Twell			and interest from		
on the ball to be pay:	ae of principal remai	ning from time to time u follows: <u>Thr</u>	npaid at the rate ree Thousand	of pe Five Hundre	er cent per annum, such d Twelve and 90	/100	_ Dollars
on theI	Otl de / ceach and	every month thereafter u	ntil said note is f	ully paid, except the	at the final payment of p	rincipal and inter-	est, if not
by said no of said ins	ete to b. applied first to stallments con apriling p per cent per ani	accrued and unpaid interprincipal, to the extent n	est on the unpaid ot paid when du made payable at	d principal balance e, to bear interest Drexel Na	and the remainder to pr after the date for paym tional Bank	incipal; the portion ent thereof, at th	n of each e rate of
or interest : contained i	one of the legal holder a once due and payable, at in accordance with the t n this Trust Deed (in w	place as the legal holder her of and without notice, the place of payment afore eas thereof or in case de hich even rection may be sentmen for payment, no	the principal sum esaid, in case defau fault shall occur a e made at any tim	remaining unpaid to lit shall occur in the and continue for thr ie after the expirati	thereon, together with ac payment, when due, of ee days in the performa- on of said three days, w	crued interest there any installment of ace of any other a	eon, shall principal
limitations Mortgagors Mortgagors	of the above mentioned to be performed, and by these presents CON	re the pive on of the said note and c, this Trust also in consideration of IVEY and WARP ANT and interest there a, situa	Deed, and the pe the sum of One nto the Trustee, i	rformance of the or Dollar in hand p its or his successors	est in accordance with covenants and agreement aid, the receipt whereous and assigns, the follow	the terms, provis ts herein contained f is hereby acknowing described Rea	ions and I, by the wledged, I Estate,
9 -		cago , COLVITY			AND STAT	TE OF ILLINOIS	, to wit:
the	t 40 in Block 6 e E. 🛓 of Section	in Bellamy's Su on 32, Township	od virion og 36. For ch, I	f the N. 4 ac	eres of the S. 6	0 acres of Principal	
2207							
						IAIL ]	<b>-</b>
so long and said real est gas, water, stricting the of the foreg all buildings cessors or a:  TO HA and trusts h said rights a: This Tr	during all such times a tate and not secondarily light, power, refrigerating foregoing, screens, with one of the control of th	the premises unto the said on all rights and benefits dothereby expressly rele to pages. The covenants, and hereby are made a	attled thereto (whi atus, equipment of (whether single u rm doors and wi mortgaged premis s, equipment or a l Trustee, its or h under and by vir- ase and waive. conditions and p.	ch rents, iss es ar J or articles now of inits or centrally constructed, and or inits or centrally inits or centrally inits or centrally inits or i	profits are pledged prim reafter therein or the ont olled), and ventilation, in aload peds, stoves il valtached thereto or uced in the pemises by ssigns, f ever, for the pu and Exen otion Lews of the on page 2 for ceverse	arily and on a par recon used to supp on, including (with s and water heate not, and it is agr Mortgagors or the irposes, and upon he State of Illinois side of this Trus	ity with ily heat, hout re- rs. All reed that heir suc- the uses s, which t Deed)
Witness	s the hands and seals of	f Mortgagors the day and	year first above	written		4,	
	PLEASE PRINT OR	//WWW.Cf Mildred	Carroll	Cf(Seal)		<del></del>	(Seal)
	TYPE NAME(S) BELOW SIGNATURE(S)		7.07.1.22			0,	
	ordining the control of the control			(Seal)			_ Seal)
State of Illino	ois, County ofCo	ok ss.,		I, the uno	dersigned, a Notary Publ	ic in and for said (	Crunt
, da	Y TOUR CLAPSES		Mil	dred Carrol	<u>'</u>	is	70
夏 湯	NOTAL HERE	subscribe	d to the foregoing	g instrument, appea	red before me this day i	n person, and ack	nowl-
<b>L</b> .		edged the free and waiver o	at s h e signed voluntary act, for f the right of hon	l, sealed and delive r the uses and purp nestead.	red the said instrument poses therein set forth, i	as <u>her</u> including the relea	se and
1/20	OBLIC .	,	7th	day of	Februari.	. 1	23
Company	Aprile 1 MV Lammissio		975	Jua:	ry / (nex	nes	Public
* \ \	animing .			ADDRESS OF P	ROPERTY:	,	
V.	3	•		<u>8521</u>	S. Sangamon	60620	ري ا
[	NAME DREX	EL NATIONAL BANK	:]		ago, Illinois DRESS IS FOR STATIS AND IS NOT A PART OF	60620 0	25
MAIL TO:	ADDRESS3401	South King Driv	e}		AND IS NOT A PART OF	60620 OCUMENT	8
	CITY AND Chicag	o ZIP CO	DE 60616		(Name)	NUMBER	55
OR .	RECORDER'S OFFICE	BOX NO	_		(Address)	BER	

## **UNOFFICIAL 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) comply exhibit as a secondary 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 r, piring the same or to pay in full the indebtedness secured hereby, all in companies affactory to the holders of the note, under insurance prices 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 mortage, clusted to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case or insurance about to expire, shall deliver all policies including additional and renewal policies of expiration.
- case of insurance about to expire, shall deliver renewal policies not less man ten days prior to the inspective dates of exponents.

  It is ness of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior ent umb areas, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redern from any tax is er forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all experts by the propose herein authorized and all experts by the or other prior lien or title or claim thereof, or redern from any tax is er forfeiture affecting said premises or contest any tax or assessments. All moneys paid for any of the purposes herein authorized and all experts by the original prior to the propose herein authorized and all experts by the original proposes and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein attorners at the original proposes. The propose herein authorized without no ice 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 waive of y right accruing to them on account of any default hereunder on the part of Morraggors.
- 5. The Trustee or the noteers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stater ent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the visity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it may inax, assessment, sare, tortesture, tax hen or title or claim thereof.

  At the election of the holders of the princ pall ofte, and without notice to Mortgagors, almost inaged between secured by this Trust Deed shall, notwithstanding anything in the princ pall ofte, and without notice to Mortgagors, almost inaged between secured by this Trust Deed shall, notwithstanding anything in the princ pall often or 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, hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure; shall toome due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall two 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 detumn, suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses 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, outlay in the management of the content of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar latar and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such similar latar and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such similar latar and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such similar latar and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such similar latar and assurances with the same and pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imme liately of and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection, with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall 1 a pay, either as plaintiff, claimant or defendant, by reason of this Trust Deed
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on a of all costs and expenses incident to the foreclosure proceedings, including all such item, as are mentioned in the preceding paragraph here ond, all other items which under the terms hereof constitute secured indebtedness. The one of the terms hereof constitute secured indebtedness. The one of the terms hereof constitute secured indebtedness. The one of the terms hereof the one of the other provided; third, all principal and interest remaining unpaid. Ourl, any overplus to Mortgagors, their heirs, legal sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, tl. c. Crurt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of Mortgagoris at the time of application for such receiver and without regard to the then v. 10 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. Such receiver, such receiver, but not provided as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver, which have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sal and a deficiency, during the full statutor period for redemption, whether there be redemption or not, as well as during any further times when Mortgagories, except for the intervention such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may necessary 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 inde and is secured hereby, or by an decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become su, eric 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 su, eric 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 su, eric 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 su, eric to the lien hereof or of such
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to a , ...en's god and available to the party interposing same in an action at law upon the note hereby secured.
- 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 access the sto 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 obligat J to cord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or om sions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indeminies 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 the all incidences are considered by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence the all incidences are debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of an error on who shall either before or after maturity thereof, produce and estimate to Trustee the principal andor, expressing that all indebted as 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 purporing 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 is requested of the original trustee and he has never 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 has 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 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 gagors, 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.

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.

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dentified herewith	under Identifica	ation No	 · ·-	 

