UNOFFICIAL COPY

GEORGE E	. cole* FORM No. 206					
LEGAL P	ORMS May, 1969 COOK CO FOLED	FUR RECORD	22 261	819 48008	ince K. Ohea	.
) (Month	TRUST DEED (Illinois) or use with Note Form 1448 illy payments including interest HAR	73 10 45 AK		27	261819	
12	1		The Above Space For	Recorder's Use Only		
THIS INDE	NTURE, made March 22	19_73_,	petweenAryl D			
	Ba	nk of Commerce	in Berkeley	herein referre	i to as "Mortgagors	," and
herein refer termed "Ins	red to as "Trustee," witnesseth: The tallment Note," of even date herew	at, Whereas Mortgagors a rith, executed by Mortgag	re justly indebted to the ors, made payable to Be	legal holder of a p arer	rincipal promissory	note,
and delivere	d, in and by which note Mortgagors	promise to pay the princip	oal sum of One Hun	dred Five Th	ousand	
on the $\frac{F}{F^j}$	nce of principal remaining from time the in installments as follows: Set st day of May , 19 day of each and every month at the day of the beat and every month at the day of the beat at	to time unpaid at the raven Hundred Fort 73, and Seven Hundred Fort	te of per cei y-Three or more undred Forty-Th	ree or more	orincipal sum and in	Dollars Dollars if not
by said note of said inst	e the applied first to accrued and affine as one ituting principal, to the cent per as our, and all such pays	unpaid interest on the ung he extent not paid when	aid principal balance and due, to bear interest after	the remainder to prin the date for payme	ncipal; the portion on the thereof, at the	of each rate of
at the election become at our interest is contained in	or at 'ach o' er place as the on of the legal ho' er 'lereof and wince due and pays' le, 'athe place of p. n accordance with the 'arms thereof of this Trust Deed and which event electo severally waive present ent' or	legal holder of the note ma thout notice, the principal sayment aforesaid, in case do or in case default shall occu- ction may be made at any	y, from time to time, in w um remaining unpaid there fault shall occur in the pay ir and continue for three time after the expiration	riting appoint, which con, together with acc ment, when due, of a lays in the performan of said three days, wi	note further provide rued interest thereon my installment of pro- ce of any other agr	n, shall rincipal eement
NOW limitations Mortgagors Mortgagors	THEREFORE, to secure the rayrof of the above mentioned note ard of to be performed, and also in consideration by these presents CONVEY and W	of the said principal surf this Trust Deed, and the ide and of the sum of ARAN unto the Trust	m of money and interest e performance of the cove One Dollar in hand paid, ee, its or his successors an	in accordance with	s herein contained.	by the
Villag	their estate, right, title and interest t e of Berkeley	COUNTY OF	Cook	AND STA	E OF ILLINOIS,	to wit:
	The South 80 feet of Robertson & Youngs S the 3rd P.M. in Cook	ubdivisio <i>n '-</i> Se	ction 7, Towns	Highlands, b nip 39 NR.	eing 12 E. of	
•	one station, an cook	county, 111 mo			The second	
		,			E00	<u> </u>
					1700	•
	h the property hereinafter described				Y	
so long an	THER with all improvements, tend d during all such times as Mortgago	rs may be entitled thereto	(which rents, issues and p	ofits are pledged pri	narily and on a par	eof for ity with
gas, water stricting th	state and not secondarily), and all light, power, refrigeration and air te foregoing), screens, window shades	conditioning (whether singles, awnings, storm doors an	elle units or centrally cond d windows, floor covering	colled), and ventilates, inad., oc.'s, stoy	reon used to supp ion, including (with es and water heate	ny neat, hout re- ers. All
of the fore all buildin	egoing are declared and agreed to be gs and additions and all similar or o	a part of the mortgaged p other apparatus, equipmen	remises whether physicall	y atta ned the eto o	not, and it is agre	eed that
TO H	assigns shall be part of the mortgage (AVE AND TO HOLD the premise herein set forth, free from all right	s unto the said Trustee, its				
said rights This	and benefits Mortgagors do hereby Trust Deed consists of two pages. I	expressly release and wa The covenants, conditions :	ive. and provisions appearing	on page 2 (the rev	se side of this Trus	st Deed)
Mortgagor	orated herein by reference and hereles, their heirs, successors and assigns, ess the hands and seals of Mortgago			vere here set out in i	u" shell be bir	nding on
With	PLEASE PRINT OR	rs the day and year first i	(Seal)	irylo ryl W. Aldre	was.	(5 'al)
	TYPE NAME(S)			->- () /		
	SIGNATURE(S)		(Seal)			(Sea [†] ,
State of II	linois, County of DuPage	in the State afores	I, the uncaid, DO HEREBY CER	lersigned, a Notary P		County,
	The supposes		o me to be the same per pregoing instrument, appea		is ay in person, and a	cknowl-
		edged that he free and voluntary waiver of the right	_signed, sealed and delive act, for the uses and pur of homestead.	red the said instrume poses therein set for	nt as h, including the rel	ease and
Given un	der employee an official seal, this	22nd	day of	March		19 73
Commissi	on expire Million 7	19/7/		nary go	euzzore Note	ary Public
		re		PROPERTY: 11side Avenu y, Illinois		23
	NAME Bank of Com	merce	1	DORESS IS FOR STA AND IS NOT A PAR	TISTICAL CU T OF THIS MEN	. 26
MAIL TO	ADDRESS OLE GIA		SEND SUBSEQUI	ENT TAX BILLS TO:	Z	. 8
	STATE Berkeley, I	11 ZIP CODE 601	63 Aryl 3 249 W.	O. Aldred (Name)	Road Road	9
OR	RECORDER'S OFFICE BOX NO	→—— 0X -53	3		urst, Ill.	60126

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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 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 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 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 foriginal or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provide 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 satisfactor 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 reval 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.
- 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 principal or necessary of the process of t
- 5. The result of 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 estimate or ring the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors sh? p? y each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the old, s of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything; "i.e. 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.

 7. When the indebtedness being a shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trust e 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 ect. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendir reas 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 fee son 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 fee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended and an expense of the respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such soil. It is also the subject to the subject to the subject of the
- 8. The proceeds of any foreclosure sale of the premises shall be distrouted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including 11 sm as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebteones additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining it oaid to the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining it oaid to the note hereby secured, with the provided that the note hereby secured in the provided that the note hereby secured in the provided that the note hereby secured in the provided that the note hereby secured that the note hereby secured in the provided that the note hereby secured that the note hereby secur
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dee' the _outr in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, withou in occ, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of 'to premises or whether the same shall be then occupied as a bomestead 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 of a sale _ad a _deficiency, during the full statutory period, for redemption, whether there be redemption or not, as well as during any further times wher Mortge ors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be encered or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said _aio _aio . 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) her inch 'uns secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup _rec = 0 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 deficiency and the programment of the lien which would not be a sale and the payment of the programment of the lien which would not be a sale and deficiency on the payment of the programment of the lien which would not be a sale and deficiency on the programment of the lien which would not be a sale and deficiency on the payment of the lien which would not be a sale and deficiency on the programment of the lien which would not the programment of the lien which would not be a sale and deficiency on
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any 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 rel 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 obligate to rec rd this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts r omiss merceunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require 'ndem at' 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 adebtedness 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 as uccessor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate 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 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 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

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 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 TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Bank of Commerce in TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

Bank of Commerce in Berkeley

8 α