GEORGE E. COLE®

FORM No. 206 May, 1969

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TRUST DEED (Illinois)
For use with Note Form 1448
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rein referre rmed "Inst	ed to as "Trustee," allment Note," of e	witnesseth: That, Who	ereas Mortgagors ecuted by Mortg		Thomas debted to the le payable to Bear	gal holder of a principal	promissory note
nd delivered an	1, in and by which n d 20/100	ote Mortgagors promis	se to pay the prin	ncipal sum of	Four Thous	and One Hundred 1	ifty Nine
n the baland be payabl	ce of principal rema le in installments as	uning from time to time to time to time	ne unpaid at the	rate of	per cent	per annum, such principa	B #
n the25 n the25 coner paid, v said note	th day of May th day of each and shall be due on the	d every month thereaft 25th day ofA	and Sixt	y-Nine an e is fully paid 	d 32/100, , except that the	final payment of principal s on account of the inde	and interest, if no otedness evidence
3. tu mata	r cent per annum, an	principal, to the extend all such payments be	ing made payabl	en due, to bea le atAME	ar interest after t	the date for payment there	of, at the rate o
r interest in ontained in arties the it	accordance with the Trust Deed (in to s verally waive pr	at the place of payment terms thereof or in ca- which event election m resentment for paymen	aforesaid, in case se default shall on any be made at an it, notice of disho	al sum remains default shall occur and conting time after to onor, protest a	occur in the payminue for three day the expiration of and notice of prote	ting appoint, which note fun, together with accrued intent, when due, of any instars in the performance of ar said three days, without neest.	erest thereon, sha illment of principa by other agreement otice), and that a
fortgagors to fortgagors to and all of the	to be perfused, and by these presents CC teir estate, she title	ad also in consideration NVEY and WARRA and interest therein.	on of the sum of NT unto the Tru	the performant of One Dollar stee, its or hi	in hand paid, t	accordance with the terr ints and agreements herein he receipt whereof is here assigns, the following desc	
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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 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.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer structure 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 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 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation 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 payable 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 be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do 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.
- At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, no. "hist." inig anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, no. "hist." inig anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment herein con' interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors
- herein cont. me 1.

 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, but 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 end. The ment of a mortgage debt. In any suit to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the end. The control of the control of the control of the control of the allowed and included as additional indebtedness in the d cree for role all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Tru ter f. s. appraiser's fees, outlays for decumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimater as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torre to rifficates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prescute such and assurances with respect to title as Trustee or holders of the note may deem to dition of the title to or the v. us of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional industries secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Tust of note in connection with (a) may action, suit or proceeding, including but not limited to probate and bankruptcy proceed. The security of the many and the payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Tust of the shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby sec. (a) (b) preparations for the commence
- 8. The proceeds of any foreclosure sale if the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the forecle sure productions, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitutes secured indebtedness additional to that evidenced by the note hereby secured, with sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a compl int. If foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made. If or effect or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and with our regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trust Deed or of such to color use the first of the premises or whether the same shall be then issues and profits of said premises during the peneturing of oscillation of such receiver. Such receiver shall have power to collect the rents, period for redemption, whether there be redemption or oscillation of such receivers. Whether there is the same shall be then such receiver, would be entitled to collect such rents, issues and part of the protection, possession, control, management and operation of the protection possession, control, management and operation of the protection possession of the protection possession of the protection of the protection possession possession possession possession
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision receof 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
- 11. Trustee or the holders of the note shall have the right to inspect the premase, at ill reasonable times and access thereto shall be per mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms and nor be liable 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 satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon press ta ion of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a resease how to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal not, repre enting that all indebtedness secured by the principal not are requested of a successor trustee. The successor trustee may accept as the genuine note herein described any note which bears a certificate on ider if suon purporting to be executed by a prior trustee may accept as the genuine note herein described any note which bears a certificate on ider if suon purporting to be executed by the persons herein designated as the makers thereof; and where the release is requested of the might utrustee and he has note never executed a certificate on any instrument identifying same as the principal note described herein, he may acc of reflection to 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 in a ment 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 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 A LENDER, THE NOTE SECURED BY THIS TRUST DI SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE TRUST DEED IS FILED FOR RECORD.

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