UNOFFICIAL COPY

TRUST DEED (Illinois) For use with Note Form 1445 APR-16-73 6 1 1 4 4 1 • 22289231 • A — Rec 5.00 THIS INDENTURE, made March 12, 1973, between South Central Bank & Trust Company Merein referred to as "Trustee," witnesseth: That, Whereas Mortgagors, made payable to Bearer PERORDER CF DEFOS COCK COUNTY ILLINOIS APR-16-73 6 1 1 4 4 1 • 22289231 • A — Rec 5.00 The Above Space For Recorder's Use Only Nathaniel and Mary/Rußbard herein referred to as "Mortgagors," and herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer	
THIS INDENTURE, made March 12, 1973, between Nathaniel and Mary/Hubbard South Central Bank & Trust Company between Nathaniel and Mary/Hubbard	
The Above Space For Recorder's Use Only The Above Space For Recorder's Use On	
THIS INDENTURE, made March 12, 1973, between Nathaniel and Mary/Außbard South Central Bank & Trust Company herein referred to as "Mortgagors," and	
South Central Bank & Trust Company	
27 vitagersh. That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note,	
	and the second
and delivered, in and by Ach note Mortgagors promise to pay the principal sum of Three Thousand Seven Hundred Seventy— eight & 3.10 ————————————————————————————————————	
eight & 3./10 Dollars, and interest from	
on the /till day of Mill 1970 and 1970	
by said note to be applied first to act. I the third the said when due, to bear interest after the date for payment increas, at the third said said interests after the date for payment increas, at the third said said said said said said said sai	
or at such other place as the 'stal holder of the note may, from the continue or may are not the legal holder thereof and the it notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall abscome at once due and payable, at the place of payner aforesaid, in case default shall occur in the payment, when due, of any installment of principal become at once due and payable, at the place of payner aforesaid, in case default shall occur and continue for three days in the performance of any other agreement or interest in accordance with the terms thereof or at case default shall occur and continue for three days in the performance of any other agreement or interest in accordance with the terms thereof or at case default shall occur and continue for three days in the performance of any other agreement or interest in accordance with the terms thereof or at case default shall occur and continue for three days in the performance of any other agreement or interest the expiration of said three days, without notice), and that all	
parties thereto severally waive presentment for paymer, no icc or distonor, protest and notice of a severally waive presentment for payment of the standard sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the standard sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the standard sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the standard sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the standard sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the standard sum of money and interest in accordance with the terms, provisions and the normal sum of the standard sum of t	
contained in this Trust Deed (in which event account and parties thereto severally waive presentment for paymen, no ice of dishonor, protest and notice of protest. NOW THEREFORE, to secure the payment of the state of micipal sum of money and interest in accordance with the terms, provisions and NOW THEREFORE, to secure the payment of the state of the accordance with the limitations of the above mentioned note and of this Trust seed, and the performance of the covenants and agreements herein contained, by the initial payment of the accordance with the receipt whereof is hereby acknowledged, Mortagors to be performed, and also in consideration to the of the Dollar in and paid, the receipt whereof is hereby acknowledged, Mortagors by these presents CONVEY and WARRAN united to the control of t	
CHILANO	
North 23 2/3 Ft. of Lot 89 and South 2 2/3 Ft. of Lot 90 in Block 1 in Benedicts Subdivision of the N F. 1/4, of the S. E. 1/4 of Section 20, Township 38 North, Pange 14.	
which, with the property hereinafter described, is referred to herein as the "premises,"	
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto by ong; g, and all rents, issues and profits thereof for TOGETHER with all improvements, tenements, easements, and appurtenances thereto by ong; g, and all rents, issues and reference and admired all such times as Mortgagors may be entitled thereto (which rents, issues and reference and not secondarily), and all fixtures, apparatus, equipment or articles mortally controlle.) and ventilation, including (without restain the foregoing), screens, window shades, awnings, storm doors and window correctings the foregoing, screens, window shades, awnings, storm doors and window experiments whether physically att. net thereto or not, and it is agreed that of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically att. net thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.	1
of the foregoing are declared and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and all similar or other apparatus, equipment or articles hereafter placed in product and articles hereafter pl	
of the foregoing are declared and agreed to be a part of the mortgaged preimises to the foregoing are declared and agreed to be a part of the mortgaged premises and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, torever, for your poses, and upon the uses TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, torever, for your poses, and upon the uses TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, torever, for your poses, and upon the uses TO HAVE AND TO HOLD the premises unto the said Trustee and by virtue of the Homestead Exemption L you have be State of Illinois, which and trusts therein set forth, free from all rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse de of this Trust Deed) This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse de of this Trust Deed) This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse de of this Trust Deed) This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse de of this Trust Deed) This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse de of this Trust Deed) The Trust Deed consists of two pages. The covenants, conditions are successors and assigns.	
mortpagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.	
PLEASE PRINT OR PLEASE PRINT OR	
PRINT TYPE NAME(S) BELOW SIGNATURE(S) (Seal) (Seal) (Seal)	
I, the undersigned, a Notary Public in and for said County,	
State of Illipois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that Nathaniel Hubbard and Mary Sue Hubbard	
dilly mary suppose pages S	
MPRESS personally known to me to be the same persons whose name and acknowl-	
subscribed to the foregoing instrument, appeared before the said instrument as their 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.	
subscribed to the foregoing instrument, as appeared where the said instrument as their 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. March March 1973	
subscribed to the foregoing instrument, as appeared to the said instrument as their 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. Siven under internal and official seal, this 12th asy of March 1973 Company of the right of homestead. Notary Public	
subscribed to the foregoing instrument, and papears to the said instrument as their 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. 12th	- T
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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 on ow 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 repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance 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 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 benefit of the holders of the note, such rights to be evidenced by the standard mort-policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the holders of the note, and in case of insurance about to expire, shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver are payable in the 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 defar, therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors i an form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance if, nv and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim intereot, or redem from any tax sale or forferium saffecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or in u ed in connection therewith, including reasonable attorneys fees, and any other moneys advanced and holders of the note to protegaged premises and the lien hereof, plus reasonable compensation to That become immediately due and which action herein authoriz d m y be taken, shall be so much additional indebtedness secured herein authorized m protegaged premises and the lien hereof, plus reasonable manual to That become immediately due and payable without notice and ith a trest 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 7 gas accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the he'ses of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or tin ate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity c a. v tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of inde edness herein mentioned, both principal and interest, when due according to the terms hereof, the election of the holders of the principal interest, when due according to the terms hereof, the election of the holders of the principal interest, and without notice to Mortgagors, all unglained indebtedness secured by this Trust Deed shall, twithstanding anything in the principal not or in this Trust Deed to the contrary, become due and payable when default shall occur in payment principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors rein contained.
- herein contained.

 7. When the indebtedness hereby secured shall be cone 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 reclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a subject of the control of the note of the control of a mortgage debt. In a subject of the lien hereof, there shall be allowed and included as additional included as the control of the control of the control of the control of the note for attorneys fees, Trustee's fees, appraiser's fees, outlays for docume and accepted the paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for docume and accepted the paid or incurred by or on behalf all such abstracts of tile, title searches and control (which may be estimated as to items to be expended after entry if the screep of procuring all such abstracts of tile, title searches and examinations, guarantee policies, Torrens certificates, and similar data a dassu ances with respect to title as Trustee or holders and examination of the title to or the value of the premises. In addition, all expertances are appropriately expected in the processing including but not limited annum, when paid or incurred by Trustee or holders of the note in co. The control of the proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be an entry either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the one near mental of any suit for the forcelosure hereof after accrual of such Deed or any indebtedness hereby secured; or (b) preparations to the mental mental and any interest of the premises of the security hereof, whether or not accusally comme
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and ar use in the following order of priority: First, on as 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 add tional or that evidenced by the note hereby secured interest thereon as herein provided, third, all principal and interest tremaining juipaid; i surth, any overplus to Mortgagors, their heirs, legal sentatives or assigns as their rights may appear.
- 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, the Court is which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notine, without regard to the oldvency or insolvency of said premises. Such appointment may be made either before or after sale, without notine, without regard to the collect which we have the control of the premises. The present is a homestead or not and the Trustee hereunder may be appointed as such receiver. Such or and a deficiency, during the full statutory issues and profits of said premises during the pendency of such foreclosure suit and, in case of an deficiency, during the full statutory issues and profits of said premises during the pendency of such foreclosure suit and, in case of a deficiency, during the full statutory issues and profits of said premises during the saw let as when Mo to ors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and such cases of said and of the Court from time to time may authorize the receiver to apply the net income in his hands in payer and the same an
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any detense which would not 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 across an eto 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 volidated 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 of omissions hereiunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require attitions assistancing 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 satisfactory evidence that all indebtedness 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, presenting that all index, dness hereby secured has been paid, which representation. Trustee may accept as true without inquiry. Where a release ferregeting that all index, dness hereby secured has been paid, which representation. Trustee may accept as true without inquiry. Where a release ferreguested of a successor trustee was accept as the genuine note herein described any note which bears a certificate release for the principal note and which ports to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which prover executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note have herein described any note which may be presented and which the onlorms 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 instru

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 tigagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of 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 the within Trust Deed has been identified herewith under Identification No.

grandista da 1

END OF RECORDED DOCUMENT