UNOFFICIAL COPY

TRUST DED HIMOSON (MAN 1989) THE ADONE Space for Recorder's Use Chay THE INDESTRUCT, make April 16. 1973 MAI 1 32 THE ADONE Space for Recorder's Use Chay THE INDESTRUCT, make April 16. 19.72, between Alphanes Spaces at Casterian Spaces, and April 16. 19.73, between Alphanes Spaces at Casterian Spaces, and April 16. Required City Test, Francis and Deliver 1. Company of the Spaces of the Control of the Casterian Spaces of the Ca	GEORGE E. COLE® FORM No. 206 LEGAL FORMS May, 1969	1	25/1540									
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THIS INDENTURE, made April 16, 19.73, between Alphanes Spann, & Cother ins Spann and Colffering Spann, & Cother instruction to a "Newtongon" and Daniel 1.5 Caspilone, Spances and Trustee. In the Cother of the Cother Spann and Colffering Spann, and Spann and Colffering Spann and Col	TRUST DEED (Illinois) For use with Note Form 1448	5077 MAY . 1 414 11 30										
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Raymond Cifford, Trustee and Daniel J. Campion, Successor Trustee berin referred to a "Trustee," witnessel: Thit, Whereas Mortagaers are justly indebted to the legal holder of a principal promineory note, and other and the control of the control	THE DIPPERMENT APRIL											
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and delivered, in and by which note Mertapapor promise to pay the principal sum of Private Three Enabred Test Brade 200.00 per cent per anum, such principal sum and interest from the balance of principal sum and extract the control of the state of the	Raymond Clifford, Trust	ee and Daniel J. Campion, Successor	Trustee									
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Witness the hands and seals of Mortgagors the day and year first above written. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illimoth Spain (Seal) State of Illimoth Spain (Seal) (S	This Trust Deed consists of two page	s. The covenants, conditions and provisions an earing	on page 2 (the reverse side of this Trust Deed)									
PLEASE PRINT OR TYPE NAMELES) SELOW SIGNATURE(S) SICHATURE(S) STATE State of Illimiticionary of Cook S., I, the undersigned, a Notary P olic in and for said County, in the State aforesaid, DO HERREN CERTIFY that Alph 2nao Spann Personally known to me to be the same person a whose name of a consubscribed to the foregoing instrument, appeared before me this day in person and waiver of the right of homestead. Giver the same and can be succeeded and delivered the said instrument as the street and voluntary act, for the uses and purposes therein set forth, including the consumption of the right of homestead. Giver the same and can be succeeded and delivered the said instrument as the street and voluntary act, for the uses and purposes therein set forth, including the consumption of the right of homestead. Giver the same and can be same person a whose name of a consumption of the said instrument as the street and voluntary act, for the uses and purposes therein set forth, including the consumption of the right of homestead. Apr 11 ADDRESS OF PROPERTY: 8849 S. Constance Giver the same person a whose name of a consumption of the said instrument as the street and voluntary act, for the uses and purposes therein set forth, including the consumption of the right of homestead. Apr 11 ADDRESS OF PROPERTY: 8849 S. Constance Giver the same person and delivered the said instrument as the street and voluntary act, for the uses and purposes therein set forth, including the consumption of the right of homestead. Apr 11 ADDRESS OF PROPERTY: 8849 S. Constance Giver the same person and can be said and delivered the said instrument as the street and can be supposed before me this day in person consumption of the said instrument as the street and can be supposed before me this day in person consumption of the said county, and can be supposed before me this day in person consumption of the said county, and can be supposed before me this day in person consumption of the said county in the said county in the said county	Mortgagors, their heirs, successors and assi	are incorporated nerein by retremee and nereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their beirs, successors and assigns.										
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illimshi Samply of Cook S., I, the undersigned, a Notary P olic in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alph onso Spann and Catherine Spann Personally known to me to be the same persons, whose names a e subscribed to the foregoing instrument, appeared before me this day in perso. Acknowledged 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 real and waiver of the right of homestead. Given a spanna and Catherine Spann Personally known to me to be the same persons, whose names a e subscribed to the foregoing instrument, appeared before me this day in perso. Acknowledged 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 real and waiver of the right of homestead. Given a spanna and the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the real and waiver of the right of homestead. ADDRESS OF PROPERTY: 8849 S. Constance Chicago, III. 60619 THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY IN AND IS NOT A PART OF TRUST DEED THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY IN AND IS NOT A PART OF TRUST DEED SEND SUBSEQUENT TAX BILLS TO: SEND SUBSEQUENT TAX BILLS TO: (Name) OR RECORDER'S OFFICE BOX NO.		Ologia - Plan	Chi. h. l.									
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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 repressly 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) comple 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.
- 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 of udplicate 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. Mortagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fit ining fand windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurancies 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 more clause to be attached to each policy, and shall deliver all policies; including additional and renewal policies, to holders of the note, and e 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 opior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem or un 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 half of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which a tion herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and "a ab" without notice and with interest thereon at the rate of seven per cent per annum lanction of Trustee or holders of the note shall never be consistent of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The T is tee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to an bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-tor estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- herein contained.

 7. When the indebtedn as hereby "cured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tr sice s, all have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale al. 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, apprai... s' ... outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to !e ex; naded after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tornes certific. "a " similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute si n's u't on to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the prem es. " a dition, all expenditures and expenses of the nature in this paragraph mentioned shall become a such a strategy of the strategy of the content of the shall be a such as the strategy of the str
- 8. The proceeds of any foreclosure sale of the premises stall b distributed 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 adervectors additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest 1 :ms air y y paid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this in Deed, the Court in which such complaint is filed may appoint as receiver of said premises. Such appointment may be made either before or a let all without notice, without regard to the solvency or insolvency of Mortagapors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as a receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure said, in the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as a receiver. Such receiver shall have power to collect the rents, issues and profits and profits of said premises during the sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furth; time when Mortagapors, except for the intervention of such receiver, would be emitted to collect such rents, issues and profits, and all other povers which may be 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 past of 1). The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be superior to the lien hereof or of such decree, provided such application is made prior to foreclosure safe; (2) the deficiency in case of a 1 y and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shr's be abject 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonab : timmitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor sunt Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or 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 presentation of satisfactory of the control of the c
- 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

corded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
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
the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and
ty 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.

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 I	recewith	under	Identific	ation N	^		

END OF RECORDED DOCUMENT