UNOFFICIAL COPY

Q LEGAL FOR	···- M										
		ay, 1969	COUNT 1: [L]	LINOIS	22	20~		RECORDERY JOF	F. Men	-	
TRI For I (Monthly	UST DEED (Illin use with Note Form payments includin	nie) Fil	FO FOR REC	ORD	44	325 6	51				
			15 '73	26 Pt				2232	5651		
		lini)	,, ,, ,,	20 1	The Abo	ve Space For	Recorder's L	se Only			
THIS INDENT	TURE, made	May 12		1973_,	between <u>Ja</u>			i Mae T. Di		[
	his		ld J. Gou	wens			hereir	referred to as "	Mortgagors,	" and	
herein referred termed "Install	to as "Trustee," ment Note," of	witnesseth: even date he	That, Wherea rewith, execu-	s Mortgagors a ted by Mortgag	are justly ind gors, made p	ebted to the eayable to Be	legal holder earer	of a principal	promissory	note,	
	in and by which	* * * * *	* * * *	* * * * *	* * *	Dollars, and	interest from	ndate of d	isbursem	ent_	
to be novide	of principal ren	as follows:	Eightv ar	nd 90/100':	s* * * *	* * * *	* * * *	* * * * *	** * * n	ollars 🗿	鼝
on the 15	day of Ju	ly	19.73 an	a <u>Eighty</u>	and 90/1	L00's* *	* * * *	* * * *	* * * *p	Oollars 🚟	
sooner paid, s.	all or due on th	e1st_d	الالنــــ ay of	ne	19 <u>88</u> ; al	l such payme	ents on accor	ant of the indeb	tedness evid	lenced	
of said installs	br appled first	g principal, t	the extent	not paid when	due, to bear	interest afte	r the date fo	r payment there	of, at the r	feach ate of	
_/ per 0	cent per inition,							k in Dolto it, which note fu		es that	
become at once	of the legal Loide due and payabl	at he place of	without notice f payment afo	e, the principal resaid, in case d	sum remainin efault shall or	g unpaid ther	eon, together	with accrued int due, of any insta	erest thereon	i, shall incipal	
or interest in a contained in th	ccordance with to is Trust Deed (i	ne erro there	of or in case of election may	iefault shall occ be made at any	ur and conting time after the	ue for three	days in the po of said three	erformance of an	ny other agre	ement 🐰	
NOW TH	severally waive	ecure the par	me of the s	aid principal su	m of money	and interest	in accordan	ce with the terr	ns, provision	ns and	
Mortgagors to	the above menti be performed, these presents	oned not the and also in CONVEY and	onsideration WAP	st Deed, and the of the sum of unto the Trust	One Dollar	in hand paid	enants and a l, the receipt nd assions **	greements herein whereof is here he following days	contained, eby acknowleribed Real	oy the edged, Estate	
Village	ir estate, right, ti of Sauk Vil	tic and intere lace	st th rein, s to	uate, lying and	Cook			D STATE OF	II I INIOIE		
Lot 19 in	n Block 11	in South	_, COUNT lale su a	vision Un	it II, b	eing a su	ubdivisio	n of part	of Secti	ion 25, 🖁	
	35 North, cording to									111	
	nty, IĬlino			4	,				•		
										18	
In the e	vent the pr	operty de	escribed	herein is	so'd by	the make	r hereof	, then note	describ	ed 🖁	
herein s	vent the pr hall be due note may o	and paya	able in f	ull instir	itei. Pr	ovided ho	owever th	nat the hol	describ der of c	oed or	
herein s	vent the pr hall be due note may o	and paya	able in f	ull instir	itei. Pr	ovided ho	owever th	nat the hol	describeder of o	oed or	
herein s owner of	hall be due note may o	e and paya consent to	able in f release 	ull instirential of this ;	iter. Pr	ovided ho for acc	owever th eleration	nat the hol	der of c	or	
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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: (3) 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, 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 indebtendess secured hereby, all in companies statectory 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 renewal policies, to holders of the note, and in class of insurance about to expire, shall deliver renewal policies to the days prior to the respective dates of expiration.
- 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 accumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redern fr. n. ar. 'ax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and a 'extreme spid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holde's of oh' note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action is rein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable who 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 consider.' 'as', vaiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The T ust, or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, m cording to any '..., st-tement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, or estimate or into '...' validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors stall ay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the hole of the principal note, and without notice to Mortgagors, all uppaid indebtedness secured by this Trust Deed shall, not withstanding anything in the 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 cas up and the shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in cas oc, ault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

 7. When the indebtedness here's secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall become due to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a morter, et det. In any suit to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a morter, etc. In the content of t
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including ill such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured and defections additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 T ust 1 eed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, we nout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to ale ale are value 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 a receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, if end of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any financial receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when the research of the protection, possession, control, management and operation of the premises during the while of si dependent and in such cases for the protection, possession, control, management and operation of the premises during the while of si dependent for the time may authorize the receiver to apply the net income in his hands in payment in whole or in part of 10. The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be a be some superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a received any definers, which would not be a superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a received hereby, or which would not the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a recei
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shell ν subject 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 reasonable ti cound access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Tr stop be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be libbor 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 satisfact x evid nee that all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver a release hereof to an attice squest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all substances hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of is successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purp, rith, to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note any with purports to be executed by the persons herein designated as the makers thereof; and where release is requested of the original trustee and 1 sha never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuin rith, all 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 the 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, Edward L. Robinson 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. Any Successor in Trust and land the returned restall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor is shall be entitled to reasonable compensation for all acts performed hereunder. 325
- 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 TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The	Installment	Note	mentioned	in the	within	Trust	Deed	has	been	
dent	ified herewi	th und	er Identific	ation l	No					

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*END OF RECORDED DOCUMENT