UNOFFICIAL COPY

GEORGE E. COLEO LEGAL FORMS	FORM No. 206 May, 1969	el any the cold	9 46	22 331. 607 .	Reference Walter	
TRUST DEED For use with Note (Monthly payments in	(TIIIDOIS) Form 1448 cluding interest)	MAY-21-13 629	221 • 22331		5. 00	
		The	e Above Space For Recon	der's Use Only		
		19 73 ., between				
<u>Edith Schumer,</u> ain Bank of ^C hi	cago			herein referred to as "Mon		
ein referred to as "Tru med "Installment Note,	istee," witnesseth: That, W ," of even date herewith,	hereas Mortgagors are justlexecuted by Mortgagors, m.	y indebted to the legal ade payable to Bearer	holder of a principal pro-	missory note,	
d deliterate is and by w	which note Mortgagors pron	nise to pay the principal sun				
XDEXCREROV ARVINCES	K NEWSCHINDSCHARDEN KORKON	decompositions				
the _17th_ day of	April 19_7	ousand and no/100 3. mexxxxxxxxxxxx	******			
HEKKIKKAKAKAKA	A XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	KKANKKKKKKKKKKK KANKKKKKKKKKKKKKKKKKKKK	x; all such payments or	account of the indebted	ness evidenced	
said installments const	ist. Time in incipal, to the ex	id interest on the unpaid pri ktent not paid when due, to being made payable at	bear interest after the o	date for payment thereof,	at the rate of	
or at s	sich other alac as the legal	holder of the note may from	time to time in writing	appoint which note further	r provides that t thereon, shall	
come at once due and pa interest in accordance v ntained in this Trust De	with the terms thereof or in eed (in which event tech on	notice, the principal sum ren nt aforesaid, in case default si case default shall occur and may be made at any time at	hall occur in the payment, continue for three days in Iter the expiration of said	when due, of any installme the performance of any of three days, without notice	ent of principal ther agreement), and that all	
rties thereto severally w	vaive presentment for parm	era notice of dishonor, prot	est and notice of protest.			
ortgagors to be perform ortgagors by these pres	ned, and also in considera ents CONVEY and WARR	the said principal sum of m Trust Deed, and the perfor- tion and sum of One De Ar f unto the Trustee, its	ollar in hand paid, the i	receipt whereof is hereby gns, the following describe	acknowledged, ed Real Estate,	
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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 express 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 or suildings or variety 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
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, severe charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the not 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 taid premises insured against loss or damage by fire, tightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient cither to pay the cost of replacing or repairing the same or to pay the control of the cost of replace the cost of replace of the cost of the cost of the cost of replace policies pay 1c, in case of loss or damage, to Trustee for the benefit of the holders of the stote, such rights to be evidenced by the standard mortgage claw 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 a strange about to expire, shall deliver renewal policies to less than ten days prior to the respective dates of expiration.
- 4. In case if default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mor jagons in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumt rane ... 'any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sal or of refuture affecting stald premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses nai' or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the nois to good to the mortigaged premises and the lien hereof, plus reasonable companion to Trustee for each matter concerning which sation herein, thor zed may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and be considered as a waiver "any right accruing to them on account of any default hereunder to heart of Mortisagori.
- 5. The Trustee or the bolder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statem at or silmate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or tentum the procured procured from the appropriate public office without inquiry into the accuracy of such bill, statement or tentum thereof.
- 6. Mortgagors shall pay each liter of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding 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 case default shall occur in payment for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure- nr , 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 have all other rights to force-lose the lien hereof and also hall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In an sun o force-lose the lien hereof, there shall be allowed and included as additional incitedences in the decree for sale all expenditures and or enses 'thich may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays or documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended at r entry of the decree o) for procuring all substracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar value assurances with respect to title as Trustee or holders of the may deem to be reasonably necessary either to proceedure such suit or to ev dente to bidders at any sale which may be had pursuant to such decree the true condition of the tutle to or the value of the premises. In addition, "Il sures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedeness secured hereby and immediately lue and payable, with (a), any action, suit or proceeding, including but not limited. Deed or any indebtedeness hereby scienced or the premises of the secure of processing industrial to or limited. Deed or any indebtedeness hereby careful or (b) preparations for the expense centent of any suit or the forcelosure hereof after accrual of such right to forcelose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distribut 1 and a plied in the following order of priority: First, on accound 1 all costs and expenses incident to the foreclosure proceedings, including all st in tiems as are mentioned in the preceding paragraph hereof; see and, all other items which under the terms hereof constitute secured indebtedne. "dit"—all to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid: our 1, 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 Trust Deed, if a Court in which such complaint is filed may appoint to receiver of said premises. Such appointment may be made either before or after sale, witho 1 ns are, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then vo. a of an orienteed to the solvency of Mortgagors at the time of application for such receiver and profits of such receiver. As homestead or not and the Trustee hereunder may be appointed as such receiver. As the 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 s is of a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times. As to gas, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which my be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said erg. 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) Th. indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superir. we hellen hereof or of such
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subjet to any d'iense 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 times and are ess hereto shall be pernitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee or oliga' d to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a' s 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 r' a no in "amnities".
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence tl tt ll indentense secured by this Trust Deed has been fully peak; and Trustee may execute and deliver a release hereof to and at the rectue. of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all it. Justices hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trust 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 urports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he anever 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the 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 the principal note
- 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
- 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 pringal 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 TRUSTEE, BEFORE THE TRUSTEE BEFORE THE BUSINESS OF THE BEFORE THE BUSINESS OF THE BUSINE

The Installment Note mentioned in the within Trust Deed has been

Hain Bank of Chresgo

BYs

Trustee

end of recorded document