## UNOFFICIAL COPY

		FILED I	INTY. ILLING	IS		and the second s	RECORDER TOP DEEDS
TRU	ST DEE	D			22 33	5 229	22335229
0469 18-29	568322		73 9 51	Ar.	EE 00	U LLU	22333223
THIS INDENT		May ls	<u> </u>		ABOVE SPACE	FOR RECORDE	RS USE ONLY
THE REPLY		-			73, between		J.C.
	OBC	COME KHO	DECK AIR		NE KLUBE( ferred to as "N		
an Illinois corp	oration doing b			TLE AND	TRUST COMP	ANY,	
THAT, WHERE said legs' ac'der	EAS the Mortga r or holders be	gors are justl ing herein re	y indebted t ferred to as	o the legal l Holders of	holder or holde the Note, in th	rs of the Instal ne principal su	ment Note hereinafter describe
TGHAY ALO	USAND & N	O/T00				(\$80,0	00.00) Dollar. le to THE ORDER OF BEARE
and delivered, .	a a d by which	ı said Note ti	ne Mortgago	rs promise	to pay the said	principal sum	and interest from
ight (8%)	r ent er ann	um in instalr	nents as foll	ows: SE	VEN HUNDE	ED SIXTY	me to time unpaid at the rate of FIVE & NO/100
			(\$76	5.00)-			
Dollars on the f	irst	Asy of Ju	(\$76	19 5.00) <b>–</b>	73 and SE	VEN HUND	RED SIXTY FIVE &
Dollars on the payment of princ	first	d r or each	month	the	reafter until s		ully paid except that the fina of May 1988
All such paymen palance and the	ts on account o	of the ir tebt	dness evide	nced by sai se principa	d note shall be	first applied to	interest on the unpaid principa
it the rate of TC or trust company	n (10%) <sub>per</sub>	cent per a: Illinois	ium, and all , as the hort	of said pri: ers of the n	ncipal and inter ote may, from t	est being made ime to time, in	payable at such banking house writing appoint, and in absence
of such appointm							The state of the s
imitations of this trus he sum of One Dollar and assigns, the follow	it deed, and the per r in hand paid, the ing described Real I	formance of the receipt whereof Estate and all of	covenants a d s is hereby ack. heir catate, righ	r cements her focu do by	ein contained, by these presents COl	he Mortgagors to be NVEY and WARR/ , lying and	cordance with the terms, provisions and s performed, and also in consideration o NT unto the Trustee, its successors and
ing in the Cit	y of Evan	iston		COUNT V			AND STATE OF ILLINOIS
Lot	18 (exce	ept the	North 1	0 feet	reast red	on the r	ear line)
and	all of L ck 40 of	ot 19 i	n Andre	w J. Br	cwn's Sul	odivision	of
						<b>*</b>	
						<b>6</b>	500
							U
ich, with the property	hereinafter descrif	ood, is referred to	herein as the "	'premises,''			The section of the se
ring all such times as sipment or articles no atrolled), and ventilat	II improvements, te Mortgagors may be ow or hereafter ther ion, including (with	nementa, easeme e entitled thereto rein or thereon u	nts, fixtures, and (which are ple sed to supply he of foregoing), and	d appurtenance dged primarily eat, gas, air co	es thereto belonging and on a parity wi aditioning, water, it	g, and all rents, i i th said real estate ght, power, refriger	ues ant profits thereof for so long and and not a onderly) and all apparatus, (verther single units or centrally cover age, "ador beds, awnings, stood dit are sod hat all similar apparatus lituding pa. the real estate.
i water heaters. All of the second of the second or articles he TO HAVE AND TO	I the foregoing are reafter placed in the HOLD the premise	declared to be a premises by the se unto the said	part of said real mortgagors or i Frustee, its succ	estate whethe heir auccessor essors and ass	r physically attache e or assigns shall be igns, forever, for th	d thereto or not, ar considered as cons	tituting par c the real enters.
				•			on the u. and sta brest at forth, and benefits ".o Mor gagora do hereby
ast deed) are inc ccessors and assi	corporated ner	ein by refere	ence and are	e a part he	and provisions reof and shall	appearing on p be binding on	age 2 (the reverse side of this the mortgagors, then heirs,
Witness the h		eal of M	lortgagors th	e day and	ear first above	written.	
Secome GEROM	E KLUBECH	wee.	(s:	EAL) L	allere (DARLENE	KLUBECK)	beck OF M
1 (02:02:		<u>~</u>	)(si	EAL)	(DIII.L.)		(SEAL)
TE OF ILLINOIS,	. }	I, Li	in and for and	residing in a	ald County, in the	State aforesaid, D	O HEREBY CERTIFY THAT
nty ofC	OOK_	Jero				lubeck, h	is wife
ļ.	appeared be	efore me this day	in person and	acknowledged	that they	signed, scaled	scribed to Caregoing lastlyment, and debisered the wild instrudents as
	homostoad.	iree and v	oluntary act, fo	r the uses and	purposes therein s	ot forth, including	the edition and later of the entire of
		under my hand a	nd Notarial Seal	t shis	, -	Ma	*3755
My Commission	n Expires November		· · · · · · · · · · · · · · · · · · ·			/w/ny	MODE FORMS
							endon (
	1.4	1					

## **UNOFFICIAL COPY**

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Mortagors shall (1) promptly repair, restors or sabuild any buildings or improvements new or benefits on the tremiters which may become damaged or be destroyed; (2) keep said premise in good condition and repairs, without wants, and free from mechanical or other lines or claims for line on expensive understal to the line hereof; (3) pay when due as you deductions with the less extends the prompts of the delachage of such prior lies to Trautee or to holders of the noise (3) complies with a reasonable time any buildings are or at any time in process of excellent upon said premise; (3) comply with all requirements or it were manifest ordinaries; (4) complies with all requirements or it were manifest ordinaries; (4) complies with all requirements or it were manifest ordinaries; (5) comply with all requirements or it were manifest ordinaries; (7) and suffer or permit the value of the premises to be diffinished by reason of any action on the part of Mortagors; (6) not suffer or permit the value of the premises to be diffinished by reason of any action on the part of Mortagors; (6) not suffer or permit the value of the premise vere being used so of the date of this True.

  Dead, (b) the equilation of any apparitum, fatures or equipment used in the operation of the premise under any actions of the premise vere being used so of the date of this True.

  The ordinaries of the transfer of the transfer of the contraction of the transfer of the transfer of the contraction of the contraction of the contraction of the transfer of the contraction of the contraction
- Morigagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special essessments, water charges, sawer service charges, and other charges against the
  premises when due, and shall, opon written request, fornish to Trustee or to holders of the noted deplicate erceipts therefor. To prevent default hereunder Morigagors shall pay in full under protect,
  in the manner provided by attaining, any tax or sustemment which Moragons may decide to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises featured against loss or damage by fire, lightings or windstorm or similar casually (commonly known as fire and extended coverage insurance) and asso incursed against such other positions broader coverage such other positions of insurance as said be generally obtainable with respect to similar premises in the Sists of Illinois as the holders of the Note shall require from time to time, all under policies (a) providing for payment by the insurance companies of monies sufficient either to pay the cut of replacing or respecting the same or to pay in full the indicatheness secured hereby, (b) issued by companies satisfactory to the holders of the Note, and indicated hereby, and the providence of the Note of the Note and in case of foreclosure sate to the overage of the cut of the providence of the Note, and the holders of the Note, and to case of the note of the note of the Note and the providence of the Note, and to case of disturnance should claimer more and policies, to the short pay prior to the expective dates or dispersion.
- In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any and hereinholders required of Mortgagors in any form and manner deer d. bediens, and may, but need not, make fully or partial payment of principal or interest on prior, end understances, if any, and purchase, discharge, compromise or settles any tax is nor other or state or form and the principal or state or the purposes herein authorited and extended or incurred to connection thereinfold, including authority's feet, and may other monies affected by Trustee or this olders of the Note to protect the mortgaget permises and the lam immediately like and payable without notice and with district thereon at the rate specified in paragraph 18 hereof. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right ... ing to them on account of any default hereunder on the part of Mortgagors.
- 5. The arm to or the holders of the Note making any payment hereby sutherized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the
- 6. M. \*\* '15 'l pay each item of indebtedness herein mentioned, both principal and interest, when due according to the tarms hereof. At the option of the holders of the Note, and withou notice to Morizago', all v yaid indebtedness secured by this Trust Deed thath, notwithstanding snything in the note of in the Trust Deed to the conterry, become due and payable (a) immediated in the case of disk' is now into pryment of any installment of principal or interest on the Notice, of (i) when a default shall occur and continue for three days in the performance of any other agreement.
- 7. When the indebtedn , here coursed shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall here the right to foreclose the list hereof, in any suit to foreclose the list hereof, there \* i. by allowed and included as additional indebtedness in the decree for said all expendituries and expenses within any begain of name the part of the property of the decree of property of the decree of properties of the decree of property of the decree of the decree of property of the decree of the
- 8. All exposes of every nature focured b .co. Trustee or the holders of the Note in connection with (a) any proceedings, including but not limited to probate and harbarptey proceedings which either of them shall be a party, either a plaint; .d.ninnat or defendant, by reason of this Trust Deed or any indubteness hereby incurred (b) preparations for the commencement of any said for the foreclosure better of the secretal of an a right of ... loss whether it not extend to commenced or (c) preparations for the commended via the proceedings shill shifted the contractions of the commenced to the contraction of the contra
- 9. The proceeds of any foreclosure sale of the promises the processings, including all use in least as a common of all coats and appears incident to the foreclosure processings, including all use in items as are mentioned in the recoding sargouph hereif; second, all other items which under the areas hereif constitutes secured industrients additional to that evidenced by the Note, with interest thereon as herein provide third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heles, legal representatives or ausigns, as their rights may appear.
- 10. Upon, or a may time after the filing of a bill to foreclose "" the court in which such a bill is filed may appoint a sective of said premises. Such appointment may be made either before or after said, without reaches of the solveners or claims or of horizoness at the time of application for each receiver and without regard to the them was on whether the same shall be then eccupied as a homested or not, and the Trust herrunder may be appointed as such receiver. Such receiver shall have power to collect the rests, issues and profits during any further times when the materials of the forecast of the same time of the same time
- 11. No action for the enforcement of the lien or of any provision hereof she be subject to any defense which would not be good and available to the party interposing same in an action law upon the Note.
- 12. Trustee and the holders of the Note shall have the right to inspect the premises at all casona e times and access thereto shall be permitted for that purpose.
- 13. Trustee has no duty to examine the title, location, existence, or condition of the pt mises, no. shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms herein, nor be likely for any acts or consistons hereof der, except in case of its own gross negligence or misconduct or that of the agents or comployees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein give.
- Trains shall release this Trust Deed and the lien thereof by proper instrument upon pred nation of satisfactory evidence that all includedness secured by this Trust Deed has been fully still be the proper of the proper instrument in the proper of the pro
- 15. Truste may resign by instrument to writing filed in the office of the Recorder of Titles or Register of Titles is who this instrument shall have been recorded or filed. In case of the resignation, inability or return to act of Trustee, the then Recorder of Decks of the county in which the premises are and any act with the Successor in Trust. Any Successor in Trust. Any Successor is all the principles of the successor in the successor is the successor in the successor in the successor is the successor in the successor in the successor is the successor in the successor in the successor is the successor in the successor in the successor is the successor in the successor in the successor is the successor in the successor is the successor in the successor in the successor is the successor in the successor in the successor is the successor in the
- 16. This Trust Dark and all provisions berrefs, shall street to and be blidding upon Morragoro and all persons dalatings (dec. through Morragoro, and the word "Morragoro" when used bearing shall locked all used bearings shall have accounted to note or this Trust Deed.
- 17. For the purpose of providing requirity for the prompt payment of all taxes and assessments lavied or assessed against the prof. as an premiums on policies of insurance that will not be the property of the prompt payment of all taxes and assessments and payables the Morragones will deposit by the block of the blo
- 18. For the purposes of paragraphs 4 and 8 hereof the rate of interest shall be the rate specified in the Note as to unpaid instalments of principal arreof after due, reduced to such extent if any, as shall be necessary to comply with any judications explicible hereits upon rates of interest which may lawfully be charged, contracted for or reactived.
- 19. The Mortesgors warrant and agree that the proceeds of the Note will be used solely for the purposes specified in paragraph 4 (c) of Chapter 74 of the .965 Linois Ravised Statutes, an that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph. Any other use of the proceeds of the one shall be a default in this Trus
- 20. Morrgagors agree that if this Trust Deed or the Note is asserted to be subject to ax under the provisions of the Interest Equalization Tax Act (as set for . in Tapter 41, Subtitle D of the Interest Revenue Code of 1954, as amended as presently or hereafter in effect, or any governmental revenue as tamps are satered to be required thereon, Morra will successfully defend against or jet the sumb and upon fullure of Science greater to the or Truste or the holder of the Note and the amount so paid to the principal indebtenness secure 5y, which are the sum and the state provided for in the Note, shall become immediately due and payable.

  SEE BELOW FOR #21 ##

## IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

او ک

The Instalment Note mentioned in the within Trust Deed has been a confidence of the confidence of the

business or cessation of said business

D NAME EXCHANGE NATIONAL BANK OF CHICAGO

(Real Estate Loan Division)

1 STREET 130 South LaSalle Street

Chicago, Illinois 60603

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1312 Sherman Avenue Evanston, Illinois'

0469 18-28

RECORDER'S OFFICE BOX NUMBER 80 (\*\*)#21- So long as Exchange National Bank of Chicago is the holder of the Instalment Note, Exchange National Bank of Chicago shall have the option of accelerating the maturity date of the Note in the event of a sale of the business on which this mortgage is based, or in the event of a change in management of said (\*

END OF RECORDED DOCUMENT