UNOFFICIAL COPY

6 ·	TRUST DEED	(Illinois)	Ì	1975 MAY 25	PM 26	LL	339 28	35	•	
(Month	or use with Not ly payments in	e Form 1448 cluding interest)			652199		9285 4 A	Rec	5.	10
			1		The Above	e Space For Re	ecorder's Use C	nly	-	-
THIS INDE	NTURE, ma	de <u>May</u>	22,	19.73	, between	avid Lee	& Annie L			_
	Raymon	d Clifford	, Trustee	and Danie	l J. Campio	n, Succes	herein ref	erred to as "Me	ortgagors," a	ınd
herein refer termed "Ins	red to as "Tr tallment Note	ustee," witnesseth ," of even date	h: That, When herewith, exec	eas Mortgagors tuted by Mortg	are justly indet agors, made pay	bted to the le yable to Bear	gal holder of er	a principal pr	omissory no	ite,
and delivere	d, in and by t Thousand	which note Morte Nine Hundr	gagors promise	to pay the prin		Pollars, and in	iterest from			
on the balar	nce of princip	al remaining fro	m time to time	unpaid at the	rate of		per annum, su	ch principal su		
on the I	9th day of	nents as follows:	19 73	and St	xty One and	1 55/100			Doli	lars N
on the 19	th day of	each and every n	onth thereafte	r until said not	e is fully paid, ex	cept that the	final payment o	f principal and	interest, if	not
by said note	shall be due e to be applie	on the 19th d first to accrued	day of	terest on the 1	e is fully paid, ex _, 19_ZZ_; all inpaid principal len due, to bear i	such payment balance and th	s on account of	of the indebted principal; the	iness eviden portion of e	ced
of said inst	ilr ents cons	tituting principal	, to the exten	t not paid who	en due, to bear i	interest after t	he date for pa al Bank	yment thereof,	at the rate	of
	at the state of th	such other place	as the legal hol	der of the note	may, from time t	to time, in writ	ing appoint, w	nich note furth	er provides	that
become at o	nce di e ai p	yable, at the place	te of payment a	foresaid, in case t default shall o	may, from time to al sum remaining default shall occ	unpaid thereon	ent, when due,	of any installm	nent of princ	ipal
contained in	this True D	eer (in which ev	ent election ma	y be made at a	ccur and continu ny time after the onor, protest and	expiration of	said three days	, without notic	e), and that	ali
								ith the terms,	provisions	and the
Mortgagors	to be perfor	med, and also in	and United Internation	of the sum of	sum of money a the performance of One Dollar in stee, its or his	hand paid, t	he receipt whe	reof is hereby	acknowled;	ged,
and all of t	men estate, it	gut, une um i i	er - incicin, s	ituate, lying an	a seme in me					3
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which, with	h the property	y hereinafter des all improvement uch times as Moi	cribed, is refer s, tenements, e rigagors may b	red to herei a desements, a de entitled the.	s the "premises," appurtenances the (" ' h rents,	nereto belongir	900 og, and all res fits are pledged	MA s, issues and pi primarily and	rofits thereof	f for with
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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 aiddings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from echanic's liens or liens in favor of the United States or other liens or claims for lien not expressly botdinated to the lien herer(4, 49) pay when we any indebtedness which may be secured by a lien or charge on the premises superior to the lien herer(4, and upon request exhibit satisfactory vidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings 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 altertations in, aid premises except as required by law or municipal ordinance or as reviously 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 eccured 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 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 case of insurance about to expire, shall deliver renewal policies not less than ten 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 default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Morr. or is any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encum' ance. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any 'xx \(\) e.' forfeiture affecting said premises or contest any tax or assessment. All moneys alfor 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 holders of the not 'c. protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action her 'm a' 'crized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not e an' with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a 'uiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

 5. The Trustee or 'e hol lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any b', 'tat aer' or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the ve 'tiy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay condition in the foldedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal and 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 and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby 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 har the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage det. In an art to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures \(\tilde{\text{trustee}} \) case. "It to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures \(\tilde{\text{trustee}} \) case. "In the decree for on behalf of Trustee or holders of the note for attorneys' (eas, Trustee's (eas, 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 after entry \(\tilde{\text{othereof}} \) decrees of proturing all such strates of title, filled searches and examinations, guarantee policies, Torrens certificates, and similar ds \(1 \text{ and } \text{ strustee} \) vertices to fill eas Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vidence, or bidders at any sale which mat to such decree the true condition of the title to or the value of the premises. In addition all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note i con ection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall "\(\tilde{\text{v}_{\text{trustee}} \) defense of any suit for the foreclosure hereof after accrual of such right to foreclosure hereof after accrual of such right to
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Continual continual to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the value of the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the them value of the receivers. Such appoint the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such acceiver 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 lab and a deficiency, during the full statutor period for redemption, whether there be redemption or not, as well as during any further times the Nor ger's, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be not said per od. 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) The i, deb deness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other line which may be not become surfaced to the hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other line which may be not become surfaced to the hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other line which may be not become surfaced to the hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and accidency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to \(\epsilon\) y defer \(\epsilon\) 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 access need to 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 o brate' this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require is 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 ordebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of a version who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebte or hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee as successor trustee may accept as the period secribed 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 purports to be executed by the persons herein designated as the makers thereof; and where the release requested of the original trustee and he has never 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 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 instrument shall have

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 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.

identified herewith under Identification No.

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 FILLED FOR RECORD.

"END OF RECORDED DOCUMENT