## UNOFFICIAL COPY

GEORGE E. COLEO LEGAL FORMS

FORM No. 206 May, 1969

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TRUST DEED (Illinois)
For use with Note Form 1448
ithiy payments including inte

1976 APR 2 9M 2 15
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10.00

	The I	Above Space For Recorder's Use Only	
THIS INDENTURE, madeMarch	29	Lorenz Pfeiffer and	
Josephine Pfeiffer, his.	/lie, as joint tenants	Herein Friedrich	
herein served to as "Trustee," witnesseth: terme a "me allment Note," of even date	The Manage Mastendare are instity	indebted to the legal holder of a principal promises	ory note,
and delivered in and by which note Mortga	gors promise to pay the principal sum o	of (\$10,000.00)	
on the balance a pri icipal remaining from	time to time unpaid at the rate of	(\$10,000.00)  Dollars, and interest from DATE  per cent per annum, such principal sum an	d interest Dollars
to be payable inxing a more as follows:	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	CXINDED ILS
		ADV RECEDENCE MEDICAL STREET, SELECTION OF STREET,	
by maich nate the the napplied blood for not not the of the national property of the national pr	не из начания соять их изизони докания и и К нога их их изичествия хана начания и и и	CHER HOUSESPRINGER IN MEGEGGER IN THE STREET HER AND INTERFERENCE IN MEGICAL THE STREET HER AND INTERFERENCE	moberet rectelect
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	CHIMBIRSCHEMIS made payable at	MONTE THOSE of our and the property and the party of the	wicker street
HOCKACAGACKOMA MAK NOM MAKAMAKAKAKA KAMANA MAKAMAK MAKAMAKA	HEALTH STREET ST	И ХНОВИ БИТИКИ ЖИКИ ЖИКИ БИТИКИ И КИКИ И МИ КОВИТИКИ И КИКИ КОПИ КИКИ КИКИ КИКИ КИКИ КИКИ	k potocipek normoment
parties of the REFORE to secure the parties of the	syment of ne and principal sum of mo	ney and interest in accordance with the terms, prov	isions and
limitations of the above mentioned note a Mortgagors to be performed, and also in Mortgagors by these presents CONNY Y and all of their extate, right, title and inte	consideration the sum of One Doll	far in hand paid, the receipt whereof is hereby ackr his successors and assigns, the following described R	nowledged, cal Estate,
and the second s	, COUNTY OF COOK	AND STATE OF ILLES	IS, to wit:
The North 12-1/2 feet	of Lot 148 and a 1 of Lot t of said Lots thereof co	ndemned for	
doming of Crawford	(venue) in Krenn and Pato'	s Crawford Avenue	<i>?</i> 。>
Fort quarter of the No	Subdivision of the East orth East quarter of Sect	or 2/, Township	<b>~</b> /
41 North, Range 13 Eas	t of the Third Principal	Meradan Tel INSTRUMENT WAS PREPARED BY	<b>v</b> /
County, Illinois.** Permanent Tax No. 10-		AUBERT A. JASICA, V.P.	Y.
		nises." Onkton Street	
TOGETHER with all improvements so long and during all such times as Mor said real estate and not secondarily), and gas, water, light, power, refrigeration an stricting the foregoing), screens, window so f the foregoing are declared and agreed all builtness and all simila	gagors may be entitled thereto (which is all fixtures, apparatus, equipment or a fair conditioning (whether single units hades, awnings, storm doors and windo to be a part of the mortgaged premises for other apparatus, equipment or arts.	ents, issues an 'prof' are pledged primarily and on a rticles now or he caff', therein or thereon used to so or centrally control, and ventilation, including ( wu, floor coverings, it ador beds, stoves and water his whether physically attaches thereto or not, and it is teles hereafter placed in the memises by Mortgagors or	eaters. All agreed that r their suc-
TO HAVE AND TO HOLD the pri and trusts herein set forth, free from all	rmises unto the said Trustee, its or his rights and benefits under and by virtue ereby expressly release and waive.	of the Homestead Exemption I sws of the State of Illi	inois, which
Net incushusmen maann na ansanra mun			· paraing on
Witness the hands and seals of Mor	igagors the day and year time accord w	~ X 1	
PLEASE PRINT OR TYPE MANE(S)	Lorenz Pleiffer	and the Care (Seal) and the second of the se	(Seal)
BELOW BIGNATURE(\$)	Josephine Heilfe	(Seal)	(Seal)
State of Illinois, County of Cook	The state of the s	I, the undersigned, a Notary Public in and for	said County,
ALL STATE OF THE S	and Incanhine M	MERERY CERTIFY the Lorenz Pfeiffer. Pfeiffer wife	and the track of t
		the same to the sa	San and the second second
Section 2012	subscribed to the foregoing	matrument, appeared before me this day in person, as	many many 12
odged that how signed, scaled and delivered the said instrument to free and valuatily act, for the sees and purposes therein set forth, including the release and earwer of the right of homestead.			
Order tasks my house and pelicul orde, then 102 day of ADELL COMMISSION FOR THE COMMISSIO			
Committee agent	and the second s	NOT BY PURIS, COOK COUNTY, ILL.	Notory Public
		ADDRESS OF PROPERTY ACE TEN. 1, 1978	2.9
•		1922 Crawford Avasso	
		Shokie, Illinois 69976	
	I A SAVINGS BANK	THE ADDRESS OF FAR STATISTICAL PROPERTY OF THE STATISTICS OF T	34375.
MAIL TO: SACCRESS 4400 Oak	(om \$1;fft	THE PROPERTY AND ADDRESS OF	

## <u> INOFFICIAL CO</u>

## 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 exbibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any 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.
- 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 secured 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.
- 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 on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from 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 automeys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action he ein authorized may be taken, shall be so much additional indebtodness secured hereby and shall become immediately due and payable without 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 considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustic or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate control of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagor, Shill, Pick each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holizers 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 lase cault shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 of a trustee shall have the right to foreclose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a moregate debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all extrained 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, appraiser a real outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended as the expenses of the decree of any threatened suit or proceeding but not limited to probate and bankruptcy proceedings, to which either a the shall be a party, either
- 8. The proceeds of any foreclosure sale of the premises shalf be distributed and applied in the following order of priority: First, on accounts of all costs and expenses incident to the foreclosure proceedings, it cluding all such items as are mentioned in the preceding paragraph hereof; see ond, all other items which under the terms hereof constitute secured and interest seditional 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 it is 7 row Deed, the Court in which such complaint is filed may appoint affective of said premises. Such appointment may be made either before or array also, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the view nature of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as also insolvency shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit as d, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furby times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers. In may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the note 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 part of: (1) The indebtodness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other hen which may no occome 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 lie and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof while he 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 secure.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reason to a times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the promises, nor hill Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lightly for any acts or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, rid he may require indemnitie 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 satisfactor as indence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal nota, representing fast all indebtedness successor trustee may accept as the genuine note herein described any note which bears a certificate of identification jurporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note has never executed by the persons herein designated as the makers thereof, and where the release is requested of the original time, and be has never executed a certificate on any instrument identifying usine as the principal note 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 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 Registrat

14. This Trust Deed and all previousne beyord shall extend to and he binding upon Mortgagors and all persons claiming under its Mortgagors, and the word "Mortgagors" when used hereis shall include all such persons and all persons at any time liable for the pays the indebtectness or any part thereof, whether or not such persons shall have executed the principal sone, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF MOTH THE BORROWER AND LENDER, THE NOTE SECURD BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, REFORE THE TRUST DEED IN FILED FOR RECORD

as Trust Deed has been

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