UNOFFICIAL COPY

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	23 463 972 RECORDED TO BE 1976 APR 27 PM 12 48
$\frac{1}{2} \frac{1}{2} \frac{1}$	APR-27-76 1 TRe Subve Space For Helproses The Only Rec 10 05
THIS INDENTURE, made April 5	19 76, between Wayne L. Johnson and Anna M. Johnson
his wife R,A.Eide	herein referred to as "Mortgagors," and
nerein referred to as "Trustee," witnesseth: ermed "Installment Note," of even date h	That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, nerewith, executed by Mortgagors, made payable to Bearer Bank of Lincolnwood
and delivered, in and by which note Mortga	gors promise to pay the principal sum of
-,,	time to time unpaid at the rate of per cent (per annum, such principal sum and interest one hundred sixty four and 72/100 Dollars
o be revable in installments as follows: $\frac{2}{100}$ on the $\frac{2}{100}$ day of $\frac{1}{100}$	19 76 and One hundred sixty four and 72/100 Dollars on the thereafter until said note is fully paid, except that the final payment of principal and interest, if not day of April 1981; all such payments on account of the indebtedness evidenced
by said note to by p lied first to accrued a	and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each
per cent per anni n, and all such p	payments being made payable at Bank of Lincolnwood the legal holder of the note may, from time to time, in writing appoint, which note further provides that
t the election of the legal h lt., thereof and ecome at once due and problem, at the place of r interest in accordance with the tons there ontained in this Trust Deed (in which error arties thereto severally waive problem and the	without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal of or in case default shall occur and continue for three days in the performance of any other agreement election may be made at any time after the expiration of said three days, without notice), and that all or payment, notice of dishonor, protest and notice of protest.
mitations of the above mentioned note and lorigagors to be performed, and also it is fortigagors by these presents CONVEY and all of their extra violet title and investigations.	ment of the said principal sum of money and interest in accordance with the terms, provisions and do this Trust Deed, and the performance of the covenants and agreements herein contained, by the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, twARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, stoperin, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:
The South $\frac{1}{2}$ of Lot 4 in Blo North Range 14 East of the	COUNTY OF COOK AND STATE OF ILLINOIS, to wit: OCK (i) Auburn Park a subdivision of Section 28 Township 38 Third Frincipal Heridian in COOK County Illinois
	100 E
	THIS INSTRUMENT WAS PREPARED BY B. MARSHALL 4433 WEST TOURY AVE.
	LINCOLNWOOD, ILL, 60646
long and during all such times as Mortgag id real estate and not secondarily), and also, water, light, power, refrigeration and a ricting the foregoing), screens, window shad the foregoing are declared and agreed to be buildings and additions and all similar or sors or assigns shall be part of the mortga TO HAVE AND TO HOLD the premis dirusts herein set forth, free from all right or the structure of the mortga This Trust Deed consists of two pages, incorporated herein by reference and here ortgagors, their heirs, successors and assign.	nements, casements, and appurt an esthereto belonging, and all rents, issues and profits thereof for gors may be entitled thereto (which est, issues and profits are pledged primarily and on a parity with a fixtures, apparatus, equipment of articles or hereafter therein or thereon used to supply heat, in conditioning (whether single units or catralic controlled), and ventilation, including (without reless, awnings, storm doors and windows, for coverings, inador beds, stoves and water heaters. All so a part of the mortgaged premises wheth only cally attached thereto or not, and it is agreed that other apparatus, equipment or articles hereaft or loced in the premises by Mortgagors or their sueged premises. Sets unto the said Trustee, its or his successors and axing s, forever, for the purposes, and upon the uses that and benefits under and by virtue of the Homestee. Examption Laws of the State of Illinois, which by expressly release and waive. The covenants, conditions and provisions appearing our age 2 (the reverse side of this Trust Deed) by are made a part hereof the same as though they were here of out in full and shall be binding on s.
Witness the names and seals of Storigage	World I for ham (Seal) + Quina V. Jelmon (Seal)
PRINT OR Way	yne L. Johnson Anna H. Johnson
SIGNATURE(S)	(Seal)
te of Illifors, Godany of Cook	in the State aforesaid, DO HEREBY CERTIFY that Wayne L. Johnson and Anna M. Johnson his wife
TMPRESS	personally known to me to be the same persons, whose name Salesubscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
	ree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
on under my hand and official seal, this	5th. day of April 19 76
nuisson expires Marian	Notary Public
W	ADDRESS OF PROPERTY: 7619 S. Eggleston Chicago 1111nois 60602
NAME Bank of Lincol	
ADDRESS 4433 V. Touhy	Avenue SEND SERSEQUENT TAX BILLS TO:

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; (5) complete within a reasonable time any building 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.
- 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 Mr (aga) ors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur ore. S, 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 reforeiture 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 attorneys fees, and any other moneys advanced by Trustee or the holders of the note to vrotect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action hereit au horized may be taken, shall be so much additional indebtedness 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 way or of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or thr 101 lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ear, if m of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the pri-cipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the pri-cipal 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 and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secure, 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 shal, have "" right to foreclose the lien hereof and also shall have all other rights provided by the law of Illinois for the enforcement of a mortgage debt in a y suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and excess which 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, our lays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended af er intry of the decree) of procuring all such abstracts of title, title searches and examinaries with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or the call and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or the call of the title to or the value of the premises. In addition, ill expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in a diation of the decree of the nature in this paragraph mentioned shall be annum, when paid or incurred by Trustee or holders of the not. In connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them hall be a party, either as plaintiff, claimant or defendant, by reason of this Trust or probate and bankruptcy proceedings, to which either of them hall be a party, either as plaintiff, claimant or defendant, by reason of this Trust or probate and bankruptcy proceedings, to which either of them hall be a party, either as plaintiff, claimant or defendant, by reason of this Trust or proceeding which might affe
- 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 all use items as are mentioned in the preceding paragraph hereoft second, all other items which under the terms hereof constitute secured indebted additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unraid; 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 Trust Per, 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, which thoute, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the ter 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 revier. Such 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 __de and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further time which Mortgagors, except for the intervention such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or is part of: (1) Province the decree to apply the net income in his hands in payment in whole or in part of: (1) Province the decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale at deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall ke su' jeet 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 times ... d 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 trust obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and te ma require indemnities satisfactory to him before exercising any power herein given.
- 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, evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and r. th. request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing thr. In adobtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a voce-sor trustee, 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 where the release is requested of the original trustee in the has note herein described any note which may be presented and which conforms in substance with the description herein, on any accept as the genuine principal note and which purports to be executed by the persons herein designated as makers thereof, and where 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. Gerald R. Mohrbacher 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 sin which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers 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" 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 street herewith under Identification No.

Truste

දි