UNOFFICIAL COPY

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GEORGE E. COLE* FORM No. 206	4			
LEGAL FORMS September, 1975	.æilialh ry ; 4 1976 JUN 23	P. O Ear	22 520 070	RECORDER OF DEF
	1976 JUN 23	AM 9 29	23 530 8789	ook constanting
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments Including interest)	JUN-23-76	210379	23530878 u A -	n_
		~_05.,	23236016 G A	Kec
		The Above Spac	e For Recorder's Use Only	
THIS INVENTURE, made June 21	19 76 b	etween James	J. Ellis, Jr. a	nd Leola
Ellis,	his wife Il Bank of Albany	. Park in C	herein referred to	o as "Mortgagors," :
herein referred to s Trustee," witnesseth: T termed "Installment ote," of even date here				cipal promissory no
termed "Installment Note," of even date here	ewith, executed by Mortgago	rs, made payable t	o Bearer	
and delivered, in and by shirn note Mortgago				
Seven Thousand !'car Hundr XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
to be payable in installments as foll ws Ei	ghty Nine and 13	3/100		Doli
on the 20th day of August	19. 76, and _ Eighty.	Nine and 1	3/100	====== Doll
sooner paid, shall be due on the 20th day	vd July 1	983.; all such pr	syments on account of the i	ndebtedness evidend
by said note to be applied first to accrued and of said installments constituting principal, to	t unpaid interest on the unpa the extent not paid when d	id principal balance ue, to bear interest	and the remainder to princip after the date for payment	al; the portion of eathercof, at the rate
per cent per annum, and all such pay	n ent being made payable at	National B	ank of Albany Pa	rk_in_Chic
or at such other place as the it the election of the legal holder thereof and w become at once due and payable, at the place of j	ithous notice, the principal surpayment of	, irom time to time, n remaining unpaid tult shall occur in the	m writing appoint, which not thereon, together with accrued a navment, when the of any	e turiner provides to dinterest thereon, shinstallment of prices
secome at once one and payable, at the place of jor interest in accordance with the terms thereof contained in this Trust Deed (in which event elearties thereto severally waive presentment for	or in case of fault shall occur	and continue for the	ree days in the performance of on of said three days, withou	of any other agreem
parties thereto severally waive presentment for	payment, notice of distonor,	protest and notice of	of protest.	tarme apartalas
NOW THEREFORE, to secure the payme imitations of the above mentioned note and to Mortgagors to be performed, and also in con Mortgagors by these presents CONVEY and V	of this Trust Decu, and the principal sum	or money and inte- performance of the	covenants and agreements he	rein contained, by the berghy acknowledge
Mortgagors to be performed, and also in con- Mortgagors by these presents CONVEY and V and all of their estate, right, title and interest	VARRANT unto the Construction of the construct	its or his successor	s and assigns, the following	described Real Esta
City of Chicago	COUNTY OFCoo.		AND STATE (
Lot 6 in Block 15 in New 33, North of the Indian	w Roseland, bei	ng a Sub. d		
33 S. of the Indian Bour				
the Third Principal Meri				
PREPARED BY: ROY S	. VERGO, SENIOR	VINCE PES	DENT	
NATIO	ONAL BANK OF ALB	ANY PARK I	CHICAGO	625
which, with the property hereinafter described,	W. LAWRENCE AVE. is referred to herein as the	"premises,"		625
TOGETHER with all improvements, tene				
gas, water, light, power, refrigeration and air stricting the foregoing), screens, window, there	conditioning (whether single s, awnings, storm doors and	units or centrally of windows, floor cover	controlled), encly intilation, i	including (without and water heaters.
to long and during all such times as Noftgago, said real estate and not secondarily), and all igas, water, light, power, refrigeration and air stricting the foregoing, screen, window shade of the foregoing are declared and agreed to be all buildings and additions and all similar or controlled the secondarial secondarial secondarial.	a part of the mortgaged pren other apparatus, equipment or	nises whether physic articles hereafter p	ally attached mereto . ot, laced in the premis s by 10	and it is agreed the
TO HAVE AND TO HOLD the morning	u premises. unto the said Trustee, its or	his successors and a	ssigns, forever, for the profit	ses, and upon the us
ind trusts herein set forth, free from all rights	and benefits under and by vexpressly release and waive.	irtue of the Homest	ead Exemption Laws of th. 5	or a of Illinois, whi
This Trust Deed consists of two pages. The incorporated herein by reference and hereby lorganous, their heirs, successors and makens.	ne covenants, conditions and y are made a part hereof the	provisions appearin same as though the	g on page 2 (the reverse 4.d were here set out in full ar	a linis Trust Dec
Tortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagor	s the day and year first above	e written.		0
PLEASE X	med Cech	(Seal)	7700 F	(Sc
PRINT OR TYPE NAME(S)	ames V. Ellis,	Ir.	110]
SIGNATURE(S)	colo E ex	(Seal)		(Sea
Conle	eola Ellis	maker commence of the commence		
ate of Illinois, County ofCOOK	in the State aforesaid,		ndersigned, a Notary Public is	n and for said Count
69	James J. E.	llis, Jr. a	nd Leola Ellis,	
-MAPRESS PEAL	personally known to me subscribed to the forest		rion. S whose name S	are person, and acknow
C C	edged that L. h. QV vige	ed, scaled and deli-	ered the said instrument as .	their
	free and voluntary act, waiver of the right of h	for the uses and pu omestead.	rposes therein set forth, incl	noing the release at
iven ligher thy hand and official scal, this	21st	day of	пиле	19. 7
ommission explica SULLAN			Juled Dan	Natary Publ
nis instrument was prepared by			U	regular y r wor
END "				r
(NAME AND ADDRESS)	ADDRESS OF 12848 S	PROPERTY: Emerald Avenu	ـ ا ـ
			. Illinois	
NAME National Bank	of Albany Park	THE APOVE A	Practical action of the court	23530875 DOCUMENT NUM
AIL TO ADDRESS 3424 West La	WICHCO AVENUE	TRUST DEED	ENT TAX RELLS TO:	当ら
				z og
STATE Chicago, Ill.	z⊮ coo€ 6062	e kommuniya madayaya ete yasanka il	Charment	

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:

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- 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 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 for many tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and at a set of the note to protect the mortgaged premises and the lien hereof, plus reasonable autorneys' 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 the internal therefore and the inchedences secured hereby and shall become immediately due and payatic vith aut notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered any vitage of the note shall never be considered any vitage of the note shall never be considered.
- 5. The five ee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according any all, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or in 3 the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagor, shill pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the election of the election 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 and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness acreby 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 Trus', e. st. ill have 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 riorga; 'debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all spenditures 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, appraise. 'f', so outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be ear indea and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute at n at 10 sto evidence to hidders at any sale which may be had pursuant to such decree the true condition of the litle to or the value of the premises. 'a didition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured here. ... add immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note inconnection with (a) any action, sait or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of the note in connection with (a) any action, sait or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of the note in connection with ta) any action, sait or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of the note in connection with ta) any action, sait or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of the note may be a party, either as plaintiff, claimant or defendant, by reason of this Truste or proceeding
- 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, and distributed and applied in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure i in obtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest re-na and unpumpid; 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 'tw'. Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after all, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard, such then 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 a homestead or not and the Trustee hereunder may be appointed as the content of said premises during the pendency of such foreclosure suit and in cas; of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any futher times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers, which was be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole as a side 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 in '11'. The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may a contract the income of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (21) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof on I be 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 secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable 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 premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor he liab of any and sor omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and here y require indemnities 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 satisfactery—idence 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 note, representing that "I indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of year essentiation in the principal note which bears a certificate of identification purpositing to be executed by a prior trustee hereindeer 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 is 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 hereinder 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.

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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.

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						100				

densified herewith under Identification No.

Trustee

23 530 878