GEI	ORGE E. COLE®	FORM No. 20	б I				S.
	EGAL FORMS	September, COO	TE COUNTY HELING S			م بر الخرود	- · · · · · · · · · · · · · · · · · · ·
	TOURT OF	FD (Illinois)	ILED FOR RECORS	23 550	663	Aller of	Ediani. A
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THIS	INDF' TUFE,	nade Jul	y 9 19.76	, between Scot	t E. Lowtwait	and Francine	S.
	TOM PAST 6	ALLO WATER	у 9 1976 Rose M. Giles	and the second s	· anno ad comp. Same or a mag - war		
herein termed	referred to 18 " I "Installment	7 rustee," witnessett of of even date	h: That, Whereas Mortgago herewith, executed by Mor	ors are justly indebte rtgagors, made payal	d to the legal holder sie to Bearer	of a principal pro	omissory note,
on the to be to the	y-Two Thous balance of princ payable in instal 16th day of	and an Nr/1 ipal remaining for ilments as follows. If August Leach and every m	gagors promise to pay the property of the prop	pe rate of 8-3/4 y-Five and 31 Hundred Fort, ble is fully paid, excep	per cent per annum /100 (\$345.31): y-Five and 31/: of that the final paymen	, such principal sun 00 (\$345.31) at of principal and i	n and interest Dollars Dollars interest, if not
by said of said 8-3/	note to be appled installments con 4 per cent per a	ied first to accrued nstituting principal, nnum, and all such t such other place a	and unpai in crest on the to the retent not paid who payments being made payat sethe legal hole or of the note distinct notes. In principle of payment afores of 1 con paid to the payment afores of 1 con the payment afores of 1	unpaid principal bala hen due, to bear inte ble at Golf Mil e may, from time to t	ince and the remainder rest after the date for 1 State Bank, 1 ime, in writing appoint	payment thereof, it is a state of the payment thereof, it is a state of the payment thereof, it is a state of the payment the	provides that
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UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DUFN DATED

July 9 , 1976, EXECUTED BY Secut E.

Lowtwait & Francine S. Lowtwait, his wife.

At the election of the legal holder of the Note secured by this Instrument, and without notice, in the event that the mortgagor transfers title to are vendes to the premises secured by this Instrument, or in the event the mortgagor enters into Articles of Agreement for transfer of title thereto to any vendes, the principal sum remaining unpaid on said Note, together with all accrued in a cost thereton, for which this Trust Deed is given by way of security, shall become irreductely due and payable at the place of payment aforesaid.

Scott E. Lowtwait

Francine S. Lowtwait

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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 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. 'n case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required to 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 an 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 expressions and the purposes herein authorized here in the redeem the purpose of the note of the purposes herein authorized by Trustee or the lollers of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action is in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and yayable withor to cice and with interest thereon at the rate observance cent per annum. Inaction of Trustee or holders of the note shall never be considered. It is not any right accruing to them on account of any default hereunder on the part of Mortgagors.
 - 5. The Trust e crethe holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any Ull autement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the salidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
 - 6. Mortgagors shall any each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holder 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 of all the shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
 - 7. When the indebtedness hereb, secures hall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee she chan 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 mortga e debt in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expend, ures and expenses which may be paid or not behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, or as) for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expert ded after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and an ada and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceedies, and an ada and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceed such suit or the dence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In a a mediately due and payable, with interest thereon at the rate of agont proceedings, to which either of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of thems and a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the ommencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) parations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
 - 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 with items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indel to late additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining type all 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 Leed 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, without notice, without regard to the solvency or insolvency of Mortsagors at the time of application for such receiver and without regard to the new 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 receiver. 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 a late and a defliciency, during the full statutory period for redemption, whether there be redemption or only as well as during any further the swint. Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, powerson, control, management and operation of the premises during the whole of superiod. 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, T. indebtedness secured hereby, or by any decree forecolosing this Trust Deed, or any tax, special assessment or other lien which may be or become a suc rior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) 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 shall be st sject 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 time 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 of lighted to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or in sets or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may refuse 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 satisfactory eviler e 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 at we be thereby secured has been paid, which representation Trustee may accept as true whote truguity. Where a release is requested of a success of ustee, 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 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 aleveribed 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, GOLF Mill State Bank, shall be first Successor in Trust and in the event of his or its death, resignation, machility 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 Soccessor 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.

IMPORTANT

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

The Installment Note mentioned in the within Trust Deed has been

m. Riles Rose M. Gilen,

AND DEFENDED BY