UNOFFICIAL COPY

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GEORGE E. LEGAL F		206 69 <i>1</i>	المرابعة المستوادية	23.624.849	7 1	
T Fo (Monthi	RUST DEED (Illinois) or use with Note Form 1448 by payments including inter	1976 SEP 522-	7 AM II -7-75 248	39 137 = 250 / 1	81X 12 23	.10.0
				The Above Space For Re	corder's Use Only	
THIS INDE	NTURE, made Sept	ember 2,	19_76_, betw	ccn <u>Eddie Weathe</u>	rs and Reona Weat	hers,
h.'e w	LTE	Sears Bank &	Trust Co.		herein referred to as "	Mortgagors," and
herein refe re termed "In ta	ed to as "Trustee," with	esseth: That, Whereas I date herewith, executed	Mortgagors are judy by Mortgagors,	istly indebted to the leg made payable to Beare	al holder of a principal r	promissory note
08/100_				Dollars, and-int	e Hundred Fourted erest from including and inter er-annum, such principal	. principal
o be payable	e in installm ats as foll	ows: Ninety_Six_	and_42/100_	and 42/100		Dollar
on the5th sooner paid, s by said note of said instal	and day of each and ex- shall be due on the 5-th to be applied first to acc liments constituting principle.	month thereafter unt cay of Septe ry d and unpaid interes capal, to extent not	il said note is ful mber 19 it on the unpaid paid when due,	ly paid, except that the fit 78; all such payments principal balance and the to bear interest after the	on account of principal ar on account of the indebt remainder to principal; the date for payment theree ct Co., Sears - To	nd interest, if no edness evidence e portion of each of, at the rate of
it the election become at oncor or interest in contained in	or at such other place due and payable, at the accordance with the term this Trust Deed (in which	ace as he legal holder of and with at a otice, it place of pa mer, aforests thereof or c se lefan event election may be	f the note may, fr he principal sum i aid, in case defaul ult shall occur an hade at any time	om time to time, in writing unpaid thereon, shall occur in the payme d continue for three days after the expiration of si	ng appoint, which note furi together with accrued intent, when due, of any install in the performance of any tid three days, without not	ther provides that rest thereon, sha ment of principal other agreemen
NOW TI	HEREFORE, to secure to	he payment of the sail	principal sum of	formance of the covenan	t. accordance with the terms ts and agreements herein of the receipt whereof is hereb ssigns, the following descri	contained by th
City_o	f Chicago	, COUNTY C)F	k	AND STATE OF II	.l.INOIS, to wit
	in Block 7 in T.	D DL 1111 - P-				
Curcago				d Association Se		
3rd P.1	o in the Southea M. in Cook Count	st ¼ of Section			cond Addition to ge 13, East of th	ıe
3rd P.1		st ¼ of Section				1 e
	M. in Cook Count	st ¼ of Section y, Illinois.	22, Townsh	ιρ 39 North, Ran		I C
which, with t	M. In Cook Count the property hereinafter HER with all improvem	est ½ of Section y, Illinois. described, is referred to tents, tenements, eacome	berein as the "cuts, and appure	oremises."	1000	erofits thereof for
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E FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE 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.
- 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 secured hereby, all in completes 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 it insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case a solid feature again to expression the content 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 or imbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any 'x a let or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expens a naid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action' ereit authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable will or 'tax' and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or the discount of the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do ecording to any bit, streament or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-t or estimate or into the vididity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall p: such item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holters of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the priscipal 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 lefalls hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secur u.s. all become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee sh il 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 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 expendits. A 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's fees, or lay for documentary and expert evidence, stenographers' charges, publication costs and cost sand costs which may be estimated as to items to be expert, let' after entry of the decree') of procuring all such abstracts of tile, tille searches and examinations, guarantee policies, Torrens certificates, and sin dar lata and assurances with respect to tille as Trustee or holders of the note may deem be reasonably necessary either to prosecute such suit or 1 c. dence to bilders 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 again and mediately 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 in sonection with (a) any action, suit or proceeding, including but not limit to probate and bankruptcy proceedings, to which either of them sail be a party, or any authority of the condition of the foreclosure hereby accuracy or (b) preparations for the commenced or any suit for the foreclosure hereof after accrual of such legels or the security hereof, whether or not actually commenced: or (c) promations 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 such items as are mentioned in the preceding paragraph hereof; sed and all other items which under the terms hereof constitute secured indested as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; sed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; sed ond, all other items which under the terms hereof constitute secured indested and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; sed on all costs and expenses and expenses and expenses are mentioned in the preceding paragraph hereof; sed on all costs and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are mentioned in the preceding paragraph hereof; sed on a sed of the priority and expenses are m
- 9. Upon or at any time after the filing of a complaint to foreclose this Trus De d, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after sale, vith at notice, without regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the length of the premises of Mortgagors at the time of application for such receiver and without regard to the length of the premises of the premises of the property of Mortgagors at the time of application for such receiver and without regard to the length of the property of Mortgagors at the time of a policies of the property of th
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be st oject 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 tin es and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Tru-ee be 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 years or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and . * " y equire indemnities satisfactory to him before exercising any power herein given.
- 3. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory vide ice 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 context of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all it lebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a scrow, a 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 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 hereunder shall have the identical fille, 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

IMPURIANT
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

02-76787-5 identified herewith under Identification No. .

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Sears Bank & Trust Co.