UNOFFICIAL COPY

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	23 632 469 c	Recogning to per DOM Stables to the
	1976 SEP-13 AM II U2 SEP-13-76 2 The Address space for Recorder's Use only -	
September	그는 문문에 있는 그는 그는 그는 그는 그를 살아보고 있는 것이 나를 하는 것이 되는 것들은 문문을 하는 사람들이 하를 하는 것이 되었다면 하다면 하나 사람들이 되었다.	– Nec kes his wife
THIS INDENTURE, made	. 19 between herein referred to a	as "Mortgagors," ar
R.A. Elden	it, Whereas Mortgagors are justly indebted to theylegy holder of a principith, executed by Mortgagors, made payable to fleater.	The second secon
termus "Installment Note," of even date herew	ith, executed by Mortgagors, made payable to lifetier. Cory Construction Co.	
and deli erect in and by which note Mortgagors SIX the sand seven hundred t	primise to pay the principal sum of hirty nine and 20/100 Dollars, and interest from	
on the bal n'e reprincipal remaining from time to be payable in a stallments as follows: On	to time unpaid at the rate of per cent per annum, such principes bundled twelve and 32/100	Dalla.
on the 7th November 10	76 and One hundred twelve and 32/100	Dollar
sooner paid, shall be due on the 7th. day of	of October 1981; all such payments on account of the ind	it and interest, it no lebtedness evidence
by said note to be applied first to accrued and used installments constituting are cipal, to the	hereafter until said note is fully paid, except that the final payment of principal October 19.81.; all such payments on account of the induspaid interest on the unpaid principal balance and the remainder to principal; extent not paid when due, to bear interest after the date for payment the Bank of Lincolnwood.	the portion of each
or at such other r ace as the le	ents being made payable at gal holder of the note may, from time to time, in writing appoint, which note f out notice, the principal sum remaining unpaid thereon, together with accrued in	urther provides that
pecome at once due and payable, at the place of pa	ment aforesaid, in case default shall occur in the payment, when due, of any inst in case default shall occur and continue for three days in the performance of a	tallment of principa any other agreemen
parties thereto severally waive presentment for pa	n may be made at any time after the expiration of said three days, without rays ent, notice of dishonor, protest and notice of protest.	
imitations of the above mentioned note and of dortgagors to be performed, and also in consider	of the said principal sum of money and interest in accordance with the ter its Trist Deed, and the performance of the covenants and agreements herei- teral of the sum of One Dollar in hand paid, the receipt whereof is he RRAN I unto the Trustee, its or his successors and assigns, the following des	n contained, by the reby acknowledged
dortgagors by these presents CONVEY and WA and all of their estate, right, title and interest the City of Chicago	RRAY 1 unto the Trustee, its or his successors and assigns, the following descrete, sit ate, lying and being in the COUNTY OF AND STATE OF	
Lot 38 in Block 9 of Ashland	a subdivision in the North 3/4 of the East + of 1	the Northeas
£ of Section 18 Township 38 F County Illinois.	Rorth, Range 11 East of the Third Principal Merid	ian in Cook
		en de deservición. A transferencia
	OO THIS INSTRUMENT	WAS PREPARED BY
그렇게 하나가니 이번에 가게 되지 않았다.	and the state of t	RSHALL
		TOURY AVE.
	LINCOLNWOO	D, ILL. 60648
thich, with the property hereinafter described, is TOGETHER with all improvements, teneme to long and during all such times as Mortgagory r	LINCOLNWOO	D, ILL: 60646
TOGETHER with all improvements, teneme long and during all such times as Mortgagors r	referred to herein as the "premises," referred to herein as the "premises," referred to herein as the "premises," and appurtenances thereto or oneing, and all rents, issues and may be entitled thereto (which rents, issues and re its are pledged primarily as	D, ILL 60048 I profits thereof for nd on a parity with
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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:

- OF THIS TRUST DEED; AND WHICH POINT A TAST OF THE TRUST DEED. WHICH THE ADDRESS AND WHICH POINT A TAST OF THE TRUST DEED. WHICH THE ADDRESS AND WHICH POINT A TAST OF THE ADDRESS AND THE ADDR
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due and shall, upon written request, furnish to Trustee or to holders of the note service charges, and other charges against the premises when due and shall, upon written request, furnish to Trustee or to holders of the note service charges, and other charges against the premises when due and shall, upon written request, furnish to Trustee or to holders of the note service charges, and other charges against the premises when due and shall pay special taxes, special assessments, water charges, sewer to content the note of the
- 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 in the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance 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 mort-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 mort-policies payable, in case of loss or damage to the standard mort-policies payable, in case of loss or damage to the standard mort-policies payable, in case of loss or damage to the standard mort-policies payable, in case of loss or damage to the standard mort-policies payable, in case of loss or damage to the note; and in standard mort-policies payable, in case of loss or damage to the note; and in standard mort-policies payable, in case of loss or damage by fire.
- ense 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 regired 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 incumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem fror, 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 censess paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holde's of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which make the unthorized 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 waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Tru'e or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any only statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors hat pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the history 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 use lefault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 or Truste shall 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 mergage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all extenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for storages, including the same paid of the control of the
- 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, how ingall such items as are mentioned in the preceding paragraph hereof; see and all other items which under the terms hereof constitute secure; and obtainess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest regain an 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 this five the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the without notice, without regard to the solvency or insolvency receiver of said premises. Such appointment may be made either before or after the without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such reviews. Such receiver shall have power to collect the tents, occupied as a homestead or not and the Trustee hereunder may be appointed, as such reviews. Such receiver shall have power to collect the tents, issues and profits of said premises during the pendency of such foreclosures with and, a case of a said and a deficiency, thiring the full statutory period for redemption, whether there be redemption of not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be emitted to collect such rents, issues and profits, and all other times when Mortgagors, except for the intervention of such such receiver, would be emitted to collect such rents, issues and profits, and all other times when Mortgagors, except for the intervention of such such receiver, would be emitted to collect such tents, issues and profits and all other times when Mortgagors, except for the intervention of such such receiver, would be emitted to collect such tents, issues and profits of said period. The Court from time to time may authorize the receiver to apply the net income in his bands in payment in whole or in passes. (1) The indebtedness secured hereby, or by any authorize the receiver to apply the net income in his bands in payment in whole or in passes. (1) The indebtedness secured hereby, or by any authorize the receiver to apply the net income in his bands in payment in whole or

- 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 by liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee any or hay require indemnilies 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 satisfar ory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to an individual person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing the all indebtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requestee of a successor trustee, hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requestee of a successor trustee, such successor trustee may accept as the pennine note herein described any note which bears a certificate of identification pillog or ing to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance, with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance, with the description herein contained of the 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 Persons of Palestree of Table 18 to 18 to

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 refunal 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 shall be first Successor in Trust and in the event of his or its death, resignation, intability or refusal to act, the then Recorder of Deeds of the county shall be first Successor in Trust Any Successor in Trust hereunder shall have the identical title, powers and in which the premises are strusted shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and the premises are strusted shall be exceeded to reasonable compensation for all acts performed hereunder, 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 lortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of it indebtedness or any part thereof, whether or not such persons shall have executed the principal note; or this Trust Deed.

FOR THE PROTECTION OF BOTH THE BURROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE DEFORE THE TRUST DEED IN THE TRUST DEED

The Installment Note megliosed in the within Trust Deed has been

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