UNOFFICIAL COPY

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

The state of the s

		_,	loba	Edward You	ng and Jan	ice Lee	Young
IS INDENTURE, made _Sc	entember 28	19 Z ^a , b					
s wife R.	A.Eiden			he	rein referred to	as "Mortgag	ors," and
n referred to as "Trustee," ed "Installment Note," of e		reas Mortgagors are cuted by Mortgago	e justly indebted rs, made payable	to the legal hol	der of a princip	pal promisso	ry note
				nk of Linco			
delivered, in and by which no x thousand four hu	ote Mortgagors promise	to pay the principa		s, and interest f	irom		
e balance of principal rema	ining from time to time	e unpaid at the rate	of	per cent per ann		pal sum and	interes
payable in installments as	follows: One hui	ndred eight a	and <u>24/199 </u>	1 2/ (100			Dollars
e 12 day of 'love	mber, 1975,	and The hundr	<u>ren einnt ar</u>	10 297 100			
day of each and paid, hall be due on the	12th. day of Oci	tober 10	g ? all such	mai ine nnai pay	ment of principa	ir and interes lebtedness es	si, ii noi videnced
id not to be applied first to d instal' men's constituting per continuous annum, and	accrued and unpaid in principal, to the extent	nterest on the unpai t not paid when di	id principal baland ue, to bear intere	e and the remair st after the date	der to principal: for payment the	the portion ereof, at the	of each
	er place as the legal hold	der of the note may,	from time to tim	e, in writing appo	oint, which note	nterest there	on shall
OW THEREFORE, to see	the payment of the	said principal sum	of money and in	terest in accorda	nce with the te	rms, provisi	ons and
NOW THEREFORE, to secutions of the above mentioned agagors to be performed, and agagors by these presents COI ll of their estate, right, title	d note and of this Tru in consideration N/E) and WARRANT and or rest therein, sit	ist Deed, and the p of the sum of On I unto the Trustee, tuate, lying and bein	erformance of the Dollar in hand its or his successing in the	e covenants and paid, the receip ors and assigns,	agreements herei it whereof is he the following de	in contained reby acknow scribed Real	by the wledged, Estate,
ity of Oak Forest.	COUNT	Y OF COOK		A	ND STATE OF	ILLINOIS,	to wit:
2 South 60 feet (e	xcent the lest	17 feet) of	Lot II in B	lock 2 in (Nak Forest	Hills,	being In
subdivision of tha North Range 13 Eac	st of the Third	l Principal M	eridian, in	- Cook Count	ty IIIInois	s, lying	' i'
rthuesterly of the	right of aco	of the Chicag	o Rock Isla	nd and Pac	ific Railro	oad.	
		4					
					THIS INSTRUME		PARED I
		/)			D.	MARCHALL ST TOURY A	VF.
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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 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the honders 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 necumbrances. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from my tax sale, a for feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses said or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the soil or protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as thorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notic 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 vair of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the folders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do coording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-tor estimate or into the securacy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay e.c. i item of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof, the election of the holders of an ormainal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwinstanding anything in the prace; all 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.
- of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the storage of herein contained.

 7. When the indebtedness berely occured 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 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 mortgar of bit. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expend ours of dexpenses 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 fee, or drays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended "fer entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Toursen certificates, and s' nila, data and saurances with respect to title as Trustee or holders of the note may deem to, be reasonably necessary either to prosecute such su t or t) evidence to bidders at any sale which may be had pursuant to such decree the true codition of the title to or the value of the premises. It addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured here. The independent of the nature in this paragraph mentioned shall become so much additional indebtedness secured here. The industry of the decree of the nature in this paragraph mentioned shall become so much additional indebtedness herein and the independent of the premises of the processing including but not limited to probate and bankruptcy proceedings, to which either of 'now shall be a party, either as plaintiff, claimant or defendant, by reason of this Trustee of holders of the note in our addition of the premi
- 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; seed ond, all other items which under the terms hereof constitute secured indebt edness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining 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 his Frust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or a sale, without notice, without regard to the solvency or insolvency of Mortagoris at the time of application for such receiver and without regard to the tension of the premises or whether the same shall be then occupied as a homestend or not all the Trustee beteamder may be appointed as a homestend or not all the Trustee beteamder may be appointed as a homestend or not all the Trustee beteamder may be appointed as a sale and a deficiency, during the full statutory period for redemption, whether there is the pendency of such foreclosure suit ind in case of a sale and a deficiency, during the full statutory period for redemption, whether there is the pendency of such foreclosure suit ind, in case of a sale and a deficiency, during the full statutory period for redemption, whether there is the pendency of such receiver, would be entitled to collect such rents, issues and profits, and all other p as which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during if e whole of said period. The Court from time to time may decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be necessary or are usual in such each effect of 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 hareof shall 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 content.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all (e) or able 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, be 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, and he may 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 satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release in coff on all at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal mote, representing that all indebtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is request d of a 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 hereindes on the insulations in substance with the description herein contained of the principal site and which purports to be executed by the persons herein designated as the makers thereof; and where the elements is requested of the original rustee and he has note herein described any note which may be presented and which conforms in substance with the description herein contain. So genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contain. So 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 insert us it shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. Gorald R. Mohrbachet shall be first Successor in Trust and in the event of his or its death, resignation, mability 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 filte, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts per formed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through tagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time hable for the payment of 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 TRUSTEF, BEFORE THE
TRUST DEED IS FILED FOR RECORD.
Form 102 Bank of Lincolnwood 1 m r

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. . . .

Trustee

RECORDED DOCU



