## **UNOFFICIAL COPY**

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	1		The Above Space Fo	r Recorder's Use Only	
THIS INDENTURE, made	Oct. 7	,76	. hetween Peter C.		<u> </u>
DEVON BANK, an Il	linois Banking Co	rporation		herein referred to as "N	fortgagors," ar
nerein referred to as "Trustee, ermed "Incallment Note," of	" witnesseth. That, Where even date herewith, execu	ras Mortgagors uted by Mortg	are justly indebted to the agors, made payable to H	legal holder of a principal pearer	romissory note
ind delivered. It and by which Dollars & 10/100 -	note Mortgagors promise	to pay the prin	ripal sum of Four Thor	isand Five Hundred F	ifty 76
in the balance of r in that ren o be payable in it tall tents	naming from time to time as follows Seventy-Fi	unpaid at the ve Dollar	& 83/100	effecting Rate of Property Rate of Prope	um and interes
on the 20th day of saca sooner paid, shall be due or the	ed every month thereafter e 20th day of Oct	until said note	is fully paid, except that the $19\_81$ ; all such payments	e final payment of principal and ints on account of the indebted the remainder to principal; the	Linterest, if no Iness evidence
f said installments constituting  7 per cent per annum.	e principal, to the extent ad all such payments being	not paid wher made payable	due, to bear interest after at DEVON BANK, 6445	the date for payment thereof, N. Western_Ave. Chi	at the rate of
t the election of the legal holder ecome at once due and payable, r interest in accordance with the	r there of a all without notice at the place of payment afo e terms thereof or in case d which event election may	e, the principal resaid, in case d lefault shall occ be made at any	sum remaining unpaid there efault shall occur in the pay ur and continue for three d time after the expiration of	riting appoint, which note furth on, together with accrued interes ment, when due, of any installm ays in the performance of any of f said three days, without notice stest.	st thereon, shall ent of principa other agreemen
lortgagors to be performed, as	nd also in consideration of ONVEY and WARK of the and interest therein, situ	of the sum of into the Trust is te lying and	One Dollar in hand paid, ee, its or his successors an	in accordance with the terms, and agreements herein con the receipt whereof is hereby I assigns, the following describe AND STATE OF ILLI	acknowledged d Real Estate
1/2 of Lot 4 in Su Watson's 5 acres A Section 29, Townsh	abdivision of the	I. ½ of E go, leing	a Subdivision of	he N. 180 ft.) in Olthe S. $\frac{1}{2}$ of the N.W.	iver L.
			THIS INSTI	RUMENT WAS PREPARE	D BY
		100	6445	n. Wostern a	rente
acting the foregoing), screens, the foregoing are declared and buildings and additions and asors or assigns shall be part of TO HAVE AND TO HOLE drusts herein set forth, free drights and benefits. Mortgang This Trust Deed consists of	window shades, awmines, st I agreed to be a part of th ill similar or other apparat f the mortgaged premises. I the premises unto the sa from all rights and benefit ors do hereby expressly re two pages. The covenants nee and hereby are made:	torm doors and the mortgaged pitus, equipment and Trustee, its sunder and by elease and wais seconditions ar	windows, floor coverings, emises whether phis (d) or articles hereafter (da) d or his successors and assign virtue of the Homestead E. e. (d) provisions appearing on	olled), and ventilation, including inador beds, stoves and water attached thereto or not, and it in the premises by Mortgagors, orever, for the purposes, and a mortion I awa of the State of page in the reverse side of this e here is, out in full and shall	heaters. All is agreed that or their suc- upon the uses Illinois, which Trust Deed)
Witness the hands and seals	of Mortgagors the day ar	nd year first af	ove written		
PLEASE	Kete	2-01	(Seal)		(Seal)
PRINT OR TYPE NAME(S)	Peter Ori	<del></del>	· · · · · · · · · · · · · · · · · · ·		
BELOW SIGNATURE(S)		·	(Seal)		(Seal)
te of Illinois, County of	Cookin the	s State aforesaid		ened, a Notary Public in and for that Peter C. Ori	said County,
SO MPRESS	person:	ally known to	ne to be the same person	whose name is	
SEAL OHERE	subscrib edged t	hed to the fore	oing instrument, appeared gried, sealed and delivered	before me this day it person, at the said instrument as his	3
BLI BLI	free an waver	of the right of	, for the uses and purpose homestead,	therein set forth, including the	: release and
en under my hand and officia	il seal, this 22nd	d	day of ) ect	ober_ / Chne	19.76 
nmission expires			1 1/1/2 1 L		Notary Public
	THE COMMISSION DESIGNS S	1 ay 31 ây 4 a	ADDRESS OF PROF	ligan	
DEVON	BANK		Chicago, Il	LINOIS SS IS FOR STATISTICAL	
L TO: ADDRESS 6445	N. Western Ave.		PURPOSES ONLY AND TRUST DEED SEND SUBSEQUENT T		DOCUMENT
(3///1	go, III. ZIP C	ODE 60645		Name )	
ATT: Installme	nt Loan Dept.		· · · · · · · · · · · · · · · · · · ·	Name)	<u> </u>

## **UNOFFICIAL COPY**

## 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 on 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 I rustee or to holders of the note; (5) complete within a reasonable time any building in ow or at any time in process of effection 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, turnish 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. Mortgago's shall keep all brildness and improvements now or hereafter situated on said primises insured against loss or damage by fire, lightning and windstorm under polices providing for payment by the insurance composition of moness sufficient either to pay the cost of replacing or repair of, the same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the holders of the note, under insurance policies, asya de, in case of loss or damage, to Trastee for the benefit of the holders of the toxe, such tights to be evidenced by the standard mortgage clauses of he attached to each rotter, and shall deliver it dipotenes, including additional and removal policies, to holders of the note, and in case of insurance about to expire shall deliver tenewal policies not less than ten days prior to the respective dates of expiration.
- as on default therein. These or the holders of the note may, but need not, more any payment or perform any act hereinbefore required of Mor gare is in any torm and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbring a lank and partially expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbring a lank, and partially expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbring a lank, and partially expedient expedients and the second and the prior lieu or their or claim thereof, or redeem from any fax sale. It to letture after times so contest any tax or assessment. With more expedient of the purpose herein authorized and all expenses paid or any other more continuous and the lieu hereof, plus reasonable compensation to Frustee for each matter concerning which action herein an notice of max be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. In which in prices thereon at the rate of seven per cent per annum, fraction of Frustee or holders of the note shall never be considered as a waiver of any left accruing to them on account of any default hereinneler on 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 according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validay of any tax, assessment, sale, forfeiture, tax lien or tule or claim thereof.
- 6. Mortgagors shall pay each tern of a debtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the privery a cand without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal code 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.
- herein contained.

  7. When the indebtedness hereby secured sladl 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, the hore shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a c sylvin foreclose the lien hereof, the reshall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense 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, outlays for action and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after et ry of the decree to figuring all such abstracts of title, little escribes and examinations, guarantee policies. Torrens certificates, and similar day of assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessars either to prope the such sunt or to evider a co-bidders and switness which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all c penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately d<sub>3</sub> 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 corn clion with (a) any action suit or proceeding, including but not limited to problets and banking they proceedings to which either of them shall be a party, either a plaintiff, claimant or defendant, by reason of this Trust Deed or any interesting shirt might to foreclose whether or not actually commenced.

  8. The processe of the feet of the properties and the properties of incurring the proceeding which might added the premises or the security hereof, whether or not actually commenced.
- the premises or the security hereof, whether or not actually commenced.

  8. The proceeds of any foreclosure sale of the premises shall be distributed a damptied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such term as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness as are not to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining unpaid. Source are 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 Deed, the Control which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no control to the solvency or insolvency of Mortgagors at the time of application for such receiver and without negard to the name, and the project of the project or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as such receiver. Such receiver hall have power to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sail and a deficiency, during the full statiutor, such as well as during any further times when Mortgan as, except for the full statiutor, such exception, possession, control management and operation of the protection, possession, control management and operation of the premise during the whole of sail per of "to 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) The index it is secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sufficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to, any defense which would not not an available to the party interposing same in an action at law upon the note hereby secured.
- 12. Trustee has no duty to examine the title location, existence, or condition of the premises nor shall Trustee be oblig aed to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or or ission hereunder, except in ease of his own cross registence or misconduct or that of the agents or employees of Trustee, and he may require in any ideastifactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Dead and the lent thereof by proper instrument upon presentation of satisfactory evidence that a trustee bettedness secured by this Trust Dead has been fully paid, and Trustee may eventue 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 all indebts ones hereby secured has been paid, which representation Trustee may accept as true without inquirs. Where a release is requested of a successor trust excessor trustee may accept as the peninen note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder 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 and which by 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 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 Are successor in Trust hereinder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor is 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 be 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 TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

END OF RECORDED DOCUMENT