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GEORGE E. CIILE* LEGAL FORIAS

FORM No. 206 September, 1975

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

1976 NOV 1. AM 9 23 693 675

THE STATE OF STREET STREET AND ASSOCIATION OF STREET ASSOCIATION O

The Above Space For Recorder's Use Only

this indenture, made his wife October 28,

19 76 , between Noel R. Tormon and Alice M. Tormon,

herein referred to as "Mortgagors," and

National Bank of Albany Park in Chicago herein referred to a "I astee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Instaffm at Note" of even date herewith, executed by Mortgagors, made payable to Bearer

Lot 41 in Krenn and Dato's Devon-Kedzie Addition to North Edgewater, a Sub. of the N. W. 1/4 of the N. W. 1/4 of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cock County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises,"

10 GP HHFR with all improvements, tenements, easements, and apputtenances thereto belonging, and in ents, issues an anothis thereof for so long and during all such times as Mortgagots may be entitled thereto (which rents, issues and profits at plent ad primarily and on a party so and real estate and not secondarily), and all listures, apparatus, equipment or articles now or hereafter herein or thereon used to supply heat, gas, water, light, power, retrigeration and air conditioning (whether single units or centrally controlled), and vialidation, including (without restricting the foregoing), serieus, window shades, awnings, storm doors and windows, floor coverings, inador bits, showes and water bearies MI of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached the formation and all similar or other apparatus, equipment or articles hereafter placed in the pretrice by Mortgagors or their successors or assigns stall be part of the mortgaged premises.

10 HAVF AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the pursoes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of a said of Illinois, which and remains Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side a this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full at a hall be binding on Mortgagors, their futes, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(5) BILLOW SIGNATURE(8)

(Seal) Man M. Jon Noel R. Tormon Joins (Sent) Cife Ce M. Tormon (S. al)

State of Illigon, collisis or -Cook NO ARY

I, the undersigned, a Notary Public in and for said County. in the State aforesaid, DO HEREBY CERTIFY that Nocl R. Tormon and Alice M. Tormon, his wife

personally known to me to be the same person S whose name . S are personally known to me to be the same person whose many subscribed to the foregoing instrument, appeared before me this day in person, and their

edged that the Gy signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

COURT Given under my hard and official seal, this commission expires . We'll

28th

ROY S. VERGO, SENIOR VICE PRESIDENT

. 19 76

NAMENational Bank of Albany Park

ABBRESS OF PROPERTY:

This tunnent was prepared by ROY S. VERGO, SENIOR SHIPTING BANK OF ALBANY PARK IN CHICAGO

3424 AWRENCE AVENUE, CHICAGO, ILLINOIS
(NAME AND ADDRESS)

6331 N. Kedzie Avenue Chicago, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO:

ADDRESS 3424 West Lawrence Avenue STATE Chicago, Ill. ZIP CODE 60625 fha 9458

RECORDER'S OFFICE BOX NO.

(Address)

OR

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 mechanics 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 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. Mortgag its shall pay before any penalty attaches all ger tral 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 d plicate 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 reparting 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. 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 Moscage's in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur oras. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from 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 expenses p at or incurred in connection thetewith, including reasonable attorneys fees, and any off the purpose herein authorized and all expenses p at or incurred in connection thetewith, including reasonable attorneys fees, and any offer moneys advanced by Trustee or the holders of the note to, a deet the mortgaged premises and the firm hereof, plus reasonable compensation to Trustee for each matter concerting which action herein utility itself may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not, etc. al. with interest thereon at the rate of eight per cent per amount. Inaction of Trustee or holders of the note shall never be considered as a warve of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the not according to any bill, state in a or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vibiday of any tax, assessment, sale, forfeiture, tax fien or title or claim thereof.
- 6. Mortgagors shall pay each ite not indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the grir ipal 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 2. When the indebtedness hereby secured staths, come due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note of Trustee shall have fireful to foreclose the lien hereof, their shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage det. In any sont to foreclose the hen hereof, there shall be allowed and included as additional in debtedness in the decire for sale all expenditures and express which may be paid on mentred by or on behalf of Trustee or holders of the note for attorneys fees. Trustee's fees, appraiser's fees, outlass or dos innertary and expert evidence, settingraphers' charges, publication costs and costs which may be estimated as to thems to be expended a fer retry of the decirect of proturing all such abstracts of tille, title scarches and examinations, guarantee policies. Touriers certificates, and similar the such desired to proturing all such abstracts of tille, title scarches and examinations, guarantee policies. Touriers certificates, and similar to retry of the decirect of proturing all such abstracts of tille, title scarches and examinations, guarantee policies. Touriers certificates, and similar to such desired to the reasonably necessary either to proceedings with suit or to effect or bidders at any sale which may be had pursuant to such decree the true constitution of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall becomes another additional indebtedness secured hereby and minor and by due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in c in 2 tion with (a) any action, out or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them is, "b" a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or thy perparations for th
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Dece, the Court in which such complaint is filed may appoint a Conceiver of said premises. Such appointment may be made either before or after said, with an once, without regard to the solvency or involvency of Mortgagors at the time of application for such receiver and without regard to the then alle of the premises or whether the same shall be then Coccupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. So to receiver shall have power to collect the rents, resones and profits of said premises during the pendency of such foreclosure suit and, in case of a sile and a deficiency, during the full statutory period for redemption, whether there be redemption to not, as well as during any further times when the status of the protection, possessorie, control, management and operation of the premises during the whole of said persons, the Court from time to time may authorize the receiver to apply the net meone in his hands in payment in whole or in part of said persons, the Court from time to time may authorize the receiver to apply the net meone in his hands in payment in whole or in part of: (1) The indebt lness secured hereby, or by any decree foreclosing this Turus Deed, or any tar, special assessment or other lien which may be or become superior 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 at defice age, in a safety would not a superior to the field being of the affective to reason as a sale at defice age, or any defense which would not a superior decree the receiver that the provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale at defice age, or any defense which would not
- 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 ood 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 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 by obligated 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 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.
- 3. Trustee shall release this Trust Dead has been fully park and Trustee may execute and deliver a release hereof to and at the request for any execute and deliver a release hereof to and at the request for any execute and deliver a release hereof to and at the request for any execute which the trust begins and the representing that all sub-eccess hereby secured has been paid, which representation Trustee may execut as structure the principal note, representing that all sub-eccess hereby secured has been paid, which representation Trustee may accept as structure without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification putporting 1, the executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the original trustee 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 metrument identifying same as the principal note described herein, he may accept as the genuine principal note laterate 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,

ball be first Successor in Trust and in the event of five or its death, resignation, making the refusal to act, the then Recorder of Deeds of the county
in which the premises are stimated shall be so not Secretion in Trust Any Successor in Trust hereinder shall have the identical fille, powers and
auditority as are nettern given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereinder.

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 HOTH THE BORROWER AND identified herewith under identification No. STHOUGH, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEF, BEFORE THE TRUST DEED IS FILED FOR RECORD.

