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	GE E. COLE® FORM No. 206	1	23 833 94	<b>1</b> 0	
LEG	AL FORMS September, 1975				
	TRUE DEED (Illinois) For use: Ith Note Form 1448 fonthly po monts including interest)	1. 1. 1. 2. 11 5 5 11 6	' APR 12 /M 11 27		
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	Market Market		Above Space For Recorder' RUSSELL C. BE		
VIRG	IDENTURE, maue Marc INIA L. BE(HT)ID, I WOOD PROVISO STATE	·	her Maywood, Il		ors," and
пегеіп ге	ferred to as "Trustee," wit less the	That, Whereas Mortgagors are justly crewith, executed by Mortgagors, made	indebted to the legal hold		
		MAYMOOD	PROVISC STATE	BANK	
FORT	Y-NINE DOLLARS AND	res romise to pay the principal sum of 30 17 ()————————————————————————————————————	T Dollars, and interest Mr	www included	
s be no	mble in installments as follows: T	WO HUT A D TWENTY AND 19 77 and TWO HUNDRED	83/100		- Dollars
n the	St day of each and every mor	th thereafte,n/1. aid note is fully paid	d, except that the final payr	nent of principal and intere	st, if not
y said n I said ii	istallments constituting principal, t	ay of April 1982; ad unpaid interest or in, unpaid princip the extent not poid wher due, to be	ar interest after the date f	or payment thereof, at the	of each rate of
	or at such other place as t	he legal holder of the note may, from the	ne to time, in writing appoi	nt, which note further prov	rides that
come at interest	once due and payable, at the place of in accordance with the terms there	without notice, the princip, I sumin f payment aforesaid, in case defa it sha! of or in case default shall occur and condi- terior may be made at any the after or payment, notice of dishonor, procedure.	occur in the payment, when inue for three days in the r	due, of any installment of performance of any other a	principal
NOW nitation	THEREFORE, to secure the pay of the above mentioned note and	nent of the said principal sum of mone of this Trust Deed, and the perform	y and interest in accordance of the covenants and a	ice with the terms, provisi	ons and , by the
lortgago fortgago id all of	their estate, right, title and interes	msideration of the sum of One Dollar WARRANT unto the Trustee, its or hit therein, situate, lying and being in the	a he al paid, the receipt is to eer ars and assigns, the	whereof is hereby ackno- ne following described Rea	wledged, i Estate,
		COUNTY OF COOK	~ ( )	ID STATE OF ILLINOIS	
	Third Addition t quarter of Secti	of the East 67 feet of Mont Clare in the Wood 30, Township 40 Norman in Cook County, Ill	est hair of the	North West	
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		I to action the boots of the Manager	s."		
hich, wit	h the property hereinafter describe	i, is referred to herein as the premise.			
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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. MOTTABLED AND WHICH FORM A PART OF THE TROST DEED WHICH THERE BEGINS:

  1. MOTTABLED 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 len not expressly subordinated to the lien bereof; (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 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.
- 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 bereafter situated on said premises insured against loss or damage by filightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacion repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insuran 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 me gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and case of instance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In c. of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Morte ores in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbinaces, 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 aile or refeliure affecting said premises or centest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses and or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the not. or steet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein althorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without no act or d with interest thereon at the rate of eight per cent per annum, Inaction of Trustee or lobders of the note shall never be considered as a waiver, any right accruing to them on account of any default hereunder on the part of Mortgagots.
- 5. The Trustee or the "old", of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, state enter restimate promered from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid yet any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

  6. Mortgagors shall pay each or of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of "principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, 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 Trustee shall have mere but to foreclose the lien hereof and also shall have all other rights provided by the laws of Ultimois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional inebtedness in the decree for sale all expenditures at despenses 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, outlay, i.e., commentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended affer a referred to the decree of protecting all such abstracts of title, (iffe searches and examinations, guarantee policies. Tourens certificates, and similar of insurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such still or to refer or bidders 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 addition, all essential end and such additional indebtedness secured hereby and inneast only due and appathe, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them sh II be a myte, their as plantiff, claiman or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the came, even of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened sail or proceeding which might affect the premises of the security hereof, which or one actually commenced
- 8. The proceeds of any foreclosure sale of the premises shall be distrib ated and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it ms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unjudy ourth, 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 Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solveney of Mortgagors at the time of application for such receiver and without regard to the then also of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in co. of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times who "Mo (aggors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which it ay be accessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid period. The 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) ... is debtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become 's re-ior to the lien hereoff or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and use in each of a sale and use in the content of the lien of this Trust Deed, and any application is made prior to foreclosure sale; (2) the deficiency in case of a sale and use it is a sufficiency which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sugged 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.
- <sup>h</sup> 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times at 1 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, nor be liable for any or 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 equire 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 evic. ce. at all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the r jue, of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in clot dness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor or see, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting one executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and whi h purports to be executed by the nersons herein designated as the makers thereof; and where the release is requested of the original trustee and in. I sever executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as makers thereof.

  14. Trustee may accept any instrument in audition fluid in the state of the content 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, MAYWOOD PROVISO STATE BANK 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 title, 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 dragagors, 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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. \_\_\_\_5684

MAYWOOD PROVISO STATE BANK

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.

END-OF RECORDED DOCUMEN

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