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		1		8 AM 9 48						
	TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments Including inter	APR-18-77	<b>358299 •</b> 238901	715 4 A Rec	10.00					
		<b>\</b>								
1		į.	The Above Space For Reco	-						
1	THIS INDENT! A., made	19 77	, between Jose Basain and	nd Julia A. Bas	ain					
1	DEVON LANK, an Illin	ois Banking Corporation	on	herein referred to as	"Mortgagors," and					
	herein referred to as "a" a ee," witner termed "Installment No e," of even d	sseth: That, Whereas Mortgagors ate herewith, executed by Mortga	are justly indebted to the legal agors, made payable to Bearer	holder of a principal	promissory note,					
	Dollars & 36/100	ortgagors promise to pay the princ	)6.36) Adhrian pere	ncave Recel 5.	1977					
	and delivered, in and by which not: Mortgagors promise to pay the principal sum of Four Thousand Eight Hundred Six Dollars & 36/100									
1	on the 15th day of May 19, 77, and One Hundred Thirty Three Dollars & 51/100 Dollars on the 15th day of each and every month the eafter until said note is fully paid, except that the final payment of principal and interest, if not									
ł	sooner paid, shall be due on the 12	ch day of April	19 80; all such payments on	account of the indeb-	ledness evidenced					
]	by said note to be applied first to accru	ied and unpaid interest on the un	paid principal balance and the re-	nainder to principal; th	e portion of each					
	7 per cent per annum, and all st 60645 or at such other plac at the election of the legal holder thereo become at once due and payable, at the pl or interest in accordance with the terms	ich payment be ag made payable	at DEVON BANK 6445 N.	Western Ave. Cl	icago, Ill.					
[.]	at the election of the legal holder thereof become at once due and payable, at the p	and without no ice the principal ace of payment after the in case d	sum remaining unpaid thereon, tog efault shall occur in the payment,	ether with accrued inte when due, of any install	rest thereon, shall ment of principal					
	or interest in accordance with the terms contained in this Trust Deed (in which of parties thereto severally waive presentm	thereof or in case default shall occevent election may be made only	ur and continue for three days in time after the expiration of said	the performance of any three days, without not	other agreement ice), and that all					
	NOW THEREFORE, to secure the limitations of the above mentioned not Mortgagors to be performed, and also Mortgagors by these presents CONVEY	in consideration of the sum of and WARRANT unto the Trust	( ne Dollar in hand paid, the re	ceipt whereof is herebons, the following descri	y acknowledged, bed Real Estate,					
╽.	and an of their estate, right, thie and it	nterest therein, situate, lying and I	ing in the	AND STATE OF IL						
i !		t t of Lot 7 in Block			•					
	7 & 8, Township 40	North, Range 14 East	of the Third Principal	l Meridian						
•		4000	THIS INISTRUMENT	- Deven Br	37					
	•	E E	manufacture of the contract of	stem dre	,,,,,					
ı			Chine 12	e 60645						
	which, with the property hereinafter des	cribed, is referred to herein as th	e "premises,"		<del></del>					
	TOGETHER with all improvement so long and during all such times as Mo	s, tenements, easements, and appringagors may be entitled thereto (	urtenances thereto belonging, and which rents, issues and profits are	all rents, issues and pr p edged primarily and	ofits thereof for on a parity with					
	gas, water, light, power, refrigeration at stricting the foregoing), screens, window	id air fixtures, apparatus, equipme id air conditioning (whether sing shades, awnings, storm doors and	nt or articles now or nereatter to le units or centrally controlled), I windows, floor coverings, inade	er has or thereon used on ventilation, including the beds stokes and wa	to supply heat, ing (without re- ter heaters. All					
	TOGETHER with all improvement so long and during all such times as Mo said real estate and not secondarily), ar gas, water, light, power, refrigeration as stricting the foregoing), screens, window of the foregoing are declared and agreed all buildings and additions and all similings seems of assigns shall be part of the me	to be a part of the mortgaged pro	emises whether physically attache or articles hereafter placed in the	d ther to or not, and i premases by Mortgago	t is agreed that					
	cessors or assigns shall be part of the me TO HAVE AND TO HOLD the prand trusts herein set forth, free from all said rights and benefits Mortgagors do l	ortgaged premises.  emises unto the said Trustee, its of the rights and benefits under and by	or his successors and assigns, forev	er, for the rurp ses, an	d upon the uses					
	said rights and benefits Mortgagors do l This Trust Deed consists of two pa are incorporated herein by reference and	nereby expressly release and waive ges. The covenants, conditions an	e. d provisions appearing on page 2	(the reverse side of t	his Trust Deed)					
	are incorporated herein by reference and Mortgagors, their heirs, successors and as Witness the hands and seals of Mor	signs.		set out in full as d sha	be binding on					
		~ ~ ~ ~		La Barre						
	PLEASE PRINT OR TYPE NAME(S)	Jose Basain	(Seal) X Jul	ia Basain	(Seal)					
BELOW SIGNATURE(S)			(C. 1)		(G. 1)					
			(Scal)		(Seal)					
	State of Illinois, County ofCook	in the State aforesaid	I, the undersigned, a DO HEREBY CERTIFY that	Notary Public in and to Jose Basain &						
	IMPRESS	Basain, his	wife							
	SEAL HERE	personally known to me to be the same person. S. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-								
		edged that <u>they</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth, including the release and								
	E	waiver of the right of	homestead.		~ '7					
1	Given under my hand and official seal,	this 750 1950	- day of Ceceties	breck	19.7.2					
					Notary Public					
•			ADDRESS OF PROPERTY: 1637 W. Winon	a	্ ১১					
	NAME DEVON BANK		Chicago, Illi	nois						
	TANIE		THE ABOVE ADDRESS IS PURPOSES ONLY AND IS NO TRUST DEED	FOR STATISTICAL OT A PART OF THIS	3890715					
	ADUKESS	stern Ave.	SEND SUBSEQUENT TAX BIL		N 23					
	CITY AND Chicago,			manda company company	NI OT					
	ATT: Installment   OR RECORDER'S OFFICE BOX	-	(Name)		1BER					
		· · · · · · · · · · · · · · · · · · ·	(Address)		1					

## NOFFICIAL COP

## 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.
- 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 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 require of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or normal payments of principal or interest on principal or normal payments of principal or interest on principal or or normal payments of principal or interest on principal or or principal or interest on principal or or principal or or principal or interest on principal or or principal or interest on principal or or principal or or principal or interest on principal or interest on principal or interest on the principal or interest or principal or interest or principal or in
- 5. The frame a the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so 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 the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall per each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hold rise if the principal note, and without active to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the expension of incipal 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
- 7. When the indebtedness her by se gred shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truster 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 markage. In any sail to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendit res in 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, outdays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such obstrates of fille, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such uit r to evidence to bilders 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 a cut on, all expenditures and expenses of the nature in this puragraph mentioned shall become so much additional indebtedness secured hereb; and in mediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders or, an iote in connection with (a) any action, suit or proceeding, including but not limited to probate and bank ruptery proceedings, to which either of it mis hall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation is for the defense of any threatened suit or proceeding which flight affect the premises of the security hereof, whether or not actually commenced; or (c) per arial ms for the defense of any threatened suit or proceeding which flight affect 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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured rade to have 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 this T ast T cot, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after size, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the the value 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 convert. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and a case 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 the mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the valoe of said 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. The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be observed use 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 an indeficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sabject 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable lines 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 "stee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or "my acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and as 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 evilonce that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute 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 indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of solic sor trustee, such 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 hereindeer or which conforms in substance with the description herein contained of the principal note conditions are executed by the persons herein designated as the makers thereof; and where the release is requested of the original truste and he has never executed 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. 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 dortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of he 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 TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CONTRACTOR OF CAR

ne	installment	Note me	entione	a in	ine	within	i rusi	Deca	nas	been	
identified herewith under Identification No.											
		•			•						
				Tru	stee						

