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FORM No. 206

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- CONTRACTOR OF THE SERVICE OF THE S

THIS A DECITORE, made his will

April 6th

The Above Space For Recorder's Use Only *23895112 19 77 , between ROBERT M. COMEY AND DARLENE G. COMEY,

his wire and the BANK OF SKOKIE, A National Banking Association organized Mercky still greener and the law of the United States of America herein referred to a "firster" wineseth that Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Instal ment Note," of even date herewish, executed by Mortgagors, made payable to Bearer

Are 20 2 03 PH 177

parties thereto severally waive presentinent for payment, and x or distinour, protect and nonice of fractes.

NOW THERFEORE, to secure the payment of the said print pole sum of money, and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Dx., at the performance of the co-chaint, and agreements herein co-tained, by the Mortgagors to be performed, and also in consideration of the x or 0.00. Dollar in bond paid, the tecopic above of shortest and non-dedged, Mortgagors by these presents CONVEY and WARRANT anto the D. S. Alto or his accessors and assume the following described Real context, and all of their estate, right; title and interest therein, situate, lying and one in the VIIIage of Skokie.

COUNTY OF ... AND STATE OF ILLINOIS, to wife

fiber estate ughn tile and interest interent studie, bying and ook Ook AND STATE OF HILLINOIS, at Unit No. 301 as deliner ted on survey of the following described parcel of Fouriestate the coincite translated to as "paceet":

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to Declaration of Condominium made by James C. Seebick. Pau.
Nedwick, Fanl J. Shamfling, Both L. Shamfling, Jams Marfin and
Melinda Martin, recorded in the office of the Recorder of Cook
County, Illinois as Document No. 22383007 together with all undivided
32.nl per cent interest in said Darcel sexcepting from said Parcel
all the property and space comprising all the units thereof as
defined and set forth in said to largetten and suggest.

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E FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE 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 line 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 on 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 flightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replace or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactly to the holders of the note, under insuran policies payabase, 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 magage clause to a statehol to each policy, and shall deliver all policies, including additional and neewal policies, to holders of the note, and case of ir an once about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of 'cfault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mort agor in any form and manner decemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrane at it may, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale is for every five affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses pain or accured in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note to roter the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts, and the trustee of each matter concerning which action herein attempts are appropriately due and payable without notice and in the trustee of each thereof at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any its 'accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holds of honor hereby secured making any payment hereby active without inquiry into the accuracy of such bill, statement or estimate or into the validity of a y 1% assessment, sale, forfeiture, tax lien or title or claim thereby.
 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal rise, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note r in his has Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall 6 and r is continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall bees no 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 ri, it to foveclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any nit to foveclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses when have 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 document by and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry one of the respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to be do 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 expendition, and expenses of the nature in this paragraph mentioned shall be come and behalf the product of the premises of the note in a 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 connection with any ny action, value or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, c' are as diantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (t) preparations for the "ferse of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 indebtedness additional to the relational provided; third, all principal and interest tremaining unpaid; fourth, any overplay 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 whit is us a complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without cered to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premiss 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 he judge to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a delicincy, during the first statuory period for redemption, whether there he redemption or not, as well as during any further times hem Mortgagors, vacent for he intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary—e und in such cases for the protection, possession, control, management and operation of the premises during the whole said period. The Court ror—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 secure, he eby, or hy any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be occome superior to the 1 n n, rect or of such decree, provided 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 hereof 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 secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be be
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee he 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 omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemniti 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 indebtofness 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 nerson who shall either before or after maturity thereof, produce and exhibit to Trustee terminism for representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears of identification; purporting to be executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the principal mote 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 of any instrument identifying same as the principal note described herein, he may accept as the genuine 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 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 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.

The Installment Note mentioned in the within Trust Deed has been

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 BY:

LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE BY:

LENDER THE PROTECTION OF SKOKIE BY:

LENDER THE PROTECTION OF SKOKIE BY:

LENDER TRUST DEED IS FILED FOR RECORD.

END OF RECORDED DOCUMENT