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GEORGE E. COLER LEGAL FORMS FORM No. 206 May, 1969

TRUST DEED (Illinois)

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

RECORDER'S OFFICE BOX NO.

23 005 187. CONTRACTOR OF THE PROPERTY LAND

FEB-25-75 952419 0 23005187 4 A --- Roc

5.00

	TEO DATA AND THE ALL AND TO LOCAL AND THE AND
	The Above Space For Recorder's Use Only
THIS INDENTURE, made Febru	ary 10 1975 between Edward Humphrey and Maria Humphrey,
His wife	herein referred to as "Mortganers" or
herein refer ce't to as "Trustee," witnesseth:	The Lawndale Trust and Savings Bank
termed "Installment Note," of even date be	That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory not crewith, executed by Mortgagors, made payable to Bearer
and 52/100	ors promise to pay the principal sum of Thirty five hundred ninety seven Dollars, and interest from February 14, 1975
on the balance of principal cavaining from	time to time unpaid at the rate of
on the 15th day of Marc	One hundred fourty nine and 89/100
on the 15th day of each and every mon	th thereafter until said note is fully paid, except that the final payment of principal and interest, if no ay of <u>February</u> , 19.77; all such payments on account of the indebtedness evidence
by said note to be applied first to accrue? at	ay of
or at such other place as t	the leg a hot ler of the note may, from time to time, in writing appoint, which note further provides that with at not ce, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall
become at once due and payable, at the place of	payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal for in car default shall occur and continue for three days in the performance of any other agreemen election n by 1 made at any time after the expiration of said three days, without notice), and that all payment, we see of dishonor, protest and notice of protest.
NOW THEREFORE, to secure the payr limitations of the above mentioned note and Mortgagors to be performed, and also in co Mortgagors by these presents CONVEY and and all of their estate, right, title and interest	nent of the said r in ipal sum of money and interest in accordance with the terms, provisions and of this Trust Decay and the performance of the covenants and agreements herein contained, by the misideration of the um of One Dollar in hand paid, the receipt whereof is hereby acknowledged WARRANT unto the Trace, its or his successors and assigns, the following described Real Estates therein, situate, lying 1 d be ag in the
City of Chicago	COUNTY OF AND STATE OF ILLINOIS, to wit
Lot 34 in Koeritz Subdivist North, Range 14 East of the	ion of South half of 110 k 37 in Section 19, Township 39
nor m, mange 14 hase of whe	. Inite littletpai meriorini
	<u> </u>
which, with the property hereinafter described	d, is referred to herein as the "premises," tements, casements, and appurtenances thereto belonging, and all rents, issues and profits thereof for
so long and during all such times as Mortgaga aid real estate and not secondarity), and all gas, water, light, power, refrigeration and air stricting the foregoing), wereens, window shad of the foregoing are declared and agreed to be	ors may be entitled thereto (which rents, issues and profits at a pl dged primarily and on a parity with distures, apparatus, equipment or articles now or hereafter the or thereon used to supply heat, a conditioning (whether single units or centrally controlled), and ventilation, including (without res, awaings, storm doors and windows, floor coverings, inador beds, steves and water heaters. All a part of the mortgaged premises whether physically attached the ct. or not, and it is agreed that
cessors or assigns shall be part of the mortgag	other apparatus, equipment or articles hereafter placed in the premises by ***Crangors or their succed premises. s unto the said Trustee, its or his successors and assigns, forever, for the jurpos s, and upon the uses is and benefits under and by virtue of the Homestead Exemption Laws of **** a _ of Illinois, which
said rights and benefits Mortgagors do hereby	is and reflective under and by viride of the fromestead fracington Laws of the a 0. Inmost, which is expressly release and waive. The covenants, conditions and provisions appearing on page 2 (the reverse side ' this Trust Deed) by are made a part hereof the same as though they were here set out in full and shalo hinding on
Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgago	
PLEASE PRINT OR	dward Humphrey Maria Humphrey (Sept)
TYPE NAME(S) BELOW SIGNATURE(S)	
O 1	(Scal)(Scal)
State of Illinois, County of	ss., 1, the undersigned, a Notary Public in and for said County,
state of fathous county of	in the State aforesaid, DO HEREBY CERTIFY that Edward Humphrey and Maria Humphrey his wife
ZMPAESS	personally known to me to be the same persons whose name g
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, scaled and delivered the said instrument as their
2 7 5 5 5 T	edged that <u>They</u> signed, scaled 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 waiver of the right of homestead.
Given under how them of the world this	10th day of February 19 75
Given under my hand and official seal, this commission expires	19 Halie Haiter
My Commission Expires	//
	ADDRESS OF PROPERTY: _2038 W18th_Street
The Learndele To	rust and Savings Bank
NAME	THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
MAIL TO: ADDRESS 3333 W. 26th S	rust and Savings Bank The Above Address is for statistical rust beed subsequent TAX BILLS TO:
CITY AND Chicago, Illa	inois60623

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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. 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; (3) 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. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer severe 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 lax 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 ease 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 Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 as all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which croin herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payal or van out notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be cousi ereo as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The fru lee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or it to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors state any case, assessment, sare, torrentire, tax nen or title or claim thereof.

 At the election of the hot acts of the principal 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 a use default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness nergy recured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or "to" as 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 nortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expen tures and expenses which may be jaid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser' fees, utlays 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 abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and imilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such as it or to evidence to 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. It as dition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured he cby an immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holder, of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which eithe, (i them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense 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 a party, either and annual and an
- 8. The proceeds of any foreclosure sale of the premises snal to distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, it closes a distributed and applied in the preceding paragraph hereof; second, all other items which under the terms hereof constitute securea in arbitrates 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 17 as 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 sail, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to or men value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as such receiver, shall have power to collect the rent issues and profits of said premises during the pendency of such foreclosure suit and, in 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 when Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers when Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers when the receiver would be entitled to collect such tents, issues and profits, and all other powers when Mortgagors, except for the intervention of such tents of the profits of the profits and all other powers when the profits are transfer to the such cases for the protection, possession, control, management and operation of the premises during the whole of sale profod. The Court from time to time mac(x) authorize the receiver to apply the net income in his hands in payment in whole or in part of of the line hereof or of such decree torcolosing this Trust Deed, or any tax, special assessment or other lien which may be or one superior to the lien hereof or of such decree torcolosing this Trust Deed, or any tax, special assessment or other lien which may be or one superior to the lien hereof or of
- 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable t mes 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 Trust e be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be highly 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 pay 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 evicence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and a 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 trustee the principal note, representing to a successor trustee, such successor trustee may accept as the genuine note berein 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 principal note described herein, he may accept as the genuine principal note therein described any note which may be presented and which conforms in substance with the description herein contained of the principal note berein 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.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has b
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER, THE NOTE SECURED BY THIS TRUST DEED HOULD BE IDENTIFIED BY THE TRUSTEE. BEFORE THE	identified herewith under Identification No.
RUST DEED IS FILED FOR RECORD.	Trustee