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LEGAL FORMS

FORM No. 207 May, 1969

TRUST DEED (Illinois)
For use with Note Form 1449
(Interest in addition to monthly principal payments)

This document prepared by: Marilyn J. Thomas Property Improvement Service Corporation, P.O. Box 249, Hobart, Indiana 46342

23 052 641,

			The Above Space For Recorder's Use Only					
THIS IN	DENTURE, made	April 3	e ⁿ ninder a kantoner moranaani y Gingi rongsan y	ıs75., i	betweenWi.1	liam E. and	Mary_Stone.	
	usband and Wif	eHOOSIE	R STATE BAI	NK OF I	NDIANA		herein referred t	o as "Mortgagors,"
principal evidenced said Note Dollars, o of the batthe rate o to the ame all 41320 at the cleechecome at contained parties the	fer. to as Truvice, T, W a REAS the A sum of ****** hy on ce air Insta the Morte gore pron on the *** In the *** In the ** In	"witnesseth: dortgagors are jus ***One Thou liment Note of the tise to pay the said day of May of each month are of each month are of said insta t being made pay ther place as the reference of any who at the place of or which event elected or which event elected rescentment for pa	stly indebted to sand Four I of Mortgagors of d principal sum 19 75 therenfter to and f APT1 payable month allments of principals of the at HOOS1 jail holder of the out notice, the principals of i case featult so to may be mad	the legal Hundred even date in installing 5, and including 19, 77 by on the ipal hearin ER STA e note may rincipal su in case defi- shall occur- e at any ti f dishonor.	holder or holder is beyond ty Or herewith, made tents as follows: Sixty One the 3rd when instead the swhen instead to the swhen	s of the Installment of And 92/10 payable to BEAI \$1xty On and 33/100 day of Apri on the principal ballments of principal to INDIANA, 47 ine, in writing appaid thereon, togethe three days in the iration of said thereof of soid there of protest.	nt Note hereinafte 0****** Will and delivered e and 33/100 1 19 77 , w alance from time al fall due and sh al 14.68 per ce 9 STATE ST. but the state of any instal performance of an e days, without no	Dollars, in and by which the affinal payment to time unpaid at all be in addition in per annum, and HAMMOND, IN ther provides that rest thereon, shall liment of principal y other agreement lice), and that all
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ANIL TO:	NAME PROPER	equencial and	IP3	2 .5	ADDRESS C 954 Gr Calume THE ADOVE PURPOSES O TRUST DEED	eenbay	R STATISTICAL A PART OF THIS	Notary Public 2300 226

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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; (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 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 must be a policy and shall deliver renewal policies.
- 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 and 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 action herein authorized may be taken, shall be so much additional inhetedness secured hereby and shall become immediately due and payable without no ice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a valver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truste of the holders of the note hereby scented making any payment hereby authorized relating to taxes or assessments, may do so according to acy biff, statement or estimate procured from the appropriate public office without inquiry into the accoracy of such bill, statement or estimate or 1 to 1 to validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 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 leader 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 in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness here by ceured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truste. It all 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 mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for altorneys' fees, Trustee's fees, appraiser's fees, or the for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expend or after entry of the decree) of procuring all such abstracts of title, 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 procecute such saint. 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. In dditio, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of it from or in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of her 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 comencement of any suit for the foreclose whether or not actually commenced: or (c) (rep. re. jons for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually
- 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; see and ond, all other items which under the terms hereof constitute secured independent to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remain as uppoint 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 Trust Feed, 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, wi nout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the new view of the premises or whether the same shall be their occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Then receiver shall have power to collect the rents, be issues and profits of said premises during the pendency of such foreclosure suit and, in c. se. 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 they when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said—riod. 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) "ne is lebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or by one 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 and clickency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be so elect 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 times are 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 is obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable or any acts or omissions forcument, except in ence of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may return the indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shalf release this Trust Deed and the flor thereof by proper instrument upon presentation of satisfactory evidence. At all indebtedness secured by this Trust Deed has been fully hald; and Trustee may execute and deliver a release hereof to and at the rease. At any person who shalf eliter before or after maturity thereof, produce and exhibit to Trustee the principal mote, representing that al. In coredness hereby secured has been paid, which representation Trustee may accept as trustee the principal mote, requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to one executed by a prior trustee hereander or which conforms in substance with the described in herein contained of the principal note and which proports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and no asset acceptance of the original trustee and no acceptance with the described herein, he may accept as the genuine principal note 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. HOOSIER_STATE_BANK_OF_INDIANA_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 country 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

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,

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

HOOSIER STATE BANK OF INDIANA

Truste

END OF RECORDED DOCUMENT