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	7.	e e					Name :
		usantesi kerinta 1950 etilik		Elitrocation stics	en management programme and a		
GEO!	IGE E' COFE&	FORM No. 2067	【【●対対エート」とはほど 総数			COHDENSION SEEMS	
LE	QAL FORMS	May, 1969 APR 18 10 38			*	23054034	
	TRUST DEEL	APK 10 10 50 D (Illinois)	KI 13	305			
,	Montaly payments i	ncluding interest)		93 054. <sub>(</sub>	\3 <b>4</b>		
		l		1116.0	OUTC OPPOS	's Use Only and ANN HERRERA.	
THY:	NDENTURE, m	ade <u>April 17t</u>	th19.75	, between	h	and ANN HERRERA, erein referred to as "Mort	gagors," and
. 44. 15	<u> </u>	CHARLOTT rustee," witnesseth: The," of even date herev	PE KWASIGROCH and Whereas Mortgago with, executed by Mor	ors are justly interesting	indebted to the legal ho payable to Bearer	lder of a principal prom	issory note,
	$\mathbb{C}^{\vee}$	Sale more Mortengers	s promise to pay the pr	rincipal sum o	f ·	date of dish	ursement
FIFTE	EN THOUSANT	FIVE HUNDRED	(\$15,500.00) and the to time unpaid at the	nd no/100-	9% per cent per at	from date of distribution and principal sum 08) or more	and interest
to be	payable in instan	ments as follows:TWO	HUNDRED TWENTY	SEVEN AN INDRED TWE	NIY SEVEN and O	3/100 (\$227.08) 0	r morfiars
on the	15t day of	each and yer, month	thereafter until said no	ote is fully pai	d, <b>xxxf001310216216170</b> Call such payments on a	ecount of the indebtedne inder to principal; the po	ss evidenced
by said	I note to be appli	ed first to accrue, and	npaid interest on the	ten due, to b	ear interest after the dat	e for payment thereof, a	t the rate of
10.	per cent per a	nnum, and an sten			to time in writing ar	point, which note further	provides into
2 at the	election of the leg- e at once due and I	al holder thereof and w payable, at the place of t	on i care d'ault shall	ipat sum remai ise default shal l occur and cor	l occur in the payment, w	hen due, of any installmen ne performance of any oth nee days, without notice)	t of principal er agreement , and that all
or inte	rest in accordance ned in this Trust I thereto severally	Deed (in which event el waive presentment for	paymer., otice of dis	any time after	the expiration of said to and notice of protest.	ther with accrued interest hen due, of any installmen he performance of any oth tree days, without notice) dance with the terms, pi	rovisions and
DO N	OW THEREFOR	E, to secure the payme	ent of the aid prison of this Trust Drid, an assideration of the sum	the perform of One Dolla	ance of the covenants ar	dance with the terms, pid agreements herein conteipt whereof is hereby as, the following described	ained, by the cknowledged, Real Estate,
Mortg Mortg	agors to be perionagors by these pro Il of their estate,	esents CONVEY and V right, title and interest	VARRANT unto the T therein, situate, lying	Frustee, its or and being in t	his successors and assign he	AND STATE OF ILLIN	1015, to wit:
							$\sim$
L t	ot 12 in Blo he North Ea rincipal Me:	st 1/4 of Secti ridian, in Cook	on 28, Townshi	p 39 %ort	th 20 acres of t h, Range 14 East	of the Third	3 054
$\widetilde{\Box}$			bre compa	covenant	o pay in additi	on to the paymen	ts A
) a	s above des	ned herein furt cribed, 1/12th	of the annual	taxes and	insurance.		132
33							
Cb which	, with the proper	ty hereinafter described all improvements, ten	d, is referred to herein nements, casements, an ore may be entitled the	as the "prem id appurtenanc rreto (which re	es thereto bek neing, intents, issues and profes are	all rents, issues and prof pledged primarily and on herein or thereon used to and ventilation, including	its thereof for a parity with a supply heat.
so lor	ng and during all real estate and no water, light, powe	such times as atorigage of secondarily), and all er, refrigeration and air	fixtures, apparatus, eq r conditioning (whether	quipment or ar er single units rs and window	or centrally controlled or, floor coverings, inac	pledged primarily and on herein or thereon used to and ventilation, including or beds, stoves and water ed the to or not, and it or mass by Mortgagors	(without re- heaters. All
C. o oi in	things and additi	ions and all similar or	other apparatus, equip	ment of artici	es neremore		
cesso	TO HAVE AND	TO HOLD the premise	es unto the said Truste	ee, as or massu	of the Homestead Exemp	tion Laws of the State of	illinois, which
						2 (the reversió of this set out in full au sall	
		n by reference and here s, successors and assigns s and seals of Mortgag					
	PLE	4SF	retravel He	Aun	(Seal)	ERRERA	(Seal)
	PRINT TYPE N	r or $R$	ICHARD HERRERA		ANN H	Mulot	(Fanl)
	BEL SIGNAT	URE(S)	The second secon		(Seal)		(Senl)
State	of Hingly Count	y of COOK	AND THE PROPERTY OF	foresald DO	I, the undersigned	a Notary Public in and for RICHARD HERRER	or said County,
			ANIN.	HERRERU	IIIS WING	hose name S are	
ર્કું.	40	SEAL HERE	subscribed to t	the foregoing it	astrument, appeared nero	the the	
ō	PUBLIC	9 J	1 free and volue	ey_signed, so tary act, for t right of homes	He naca and barbones	said instrument asthe	the release and
	or coulity	w	一 /7%		- uny of age	cel Xit	<u>19_/</u>
	n under my han mission expires _	d and official seal, this	19_	72.	A omercia	1	Notary Public
2	nord Bu	· Victor Ci	quictore		ADDRESS OF PROPER		
- Pu	acon ory	3252 3.	Malater	ż	213 West 25th F Chicago, Illino	4.0	000
	NAME	Chyo. Car.	6 00 01		THE ABOVE ADDRESS PURPOSES ONLY AND IS TRUST DEED	IS FOR STATISTICAL NOT A PART OF THIS	DOCUMENT
маі	L TO: ADDRE	ss		<u> </u>	SEND SUBSEQUENT TAX	BILLS TO:	Z Z
	CITY A	ND	ZIP CODE_		(Nar	ne)	NUMBER
		DER'S OFFICE BOX N	275		(Addr	ace)	뛰

## **UNOFFICIAL COPY**

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 estroyed; (3) keep said premises free from due any indebtedness which may be secured by a lien or charge on the premises superior 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) comply exhibit as a constant of 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 fire, lightning are windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repair's the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies, as by in case of loss or damage, to Trustee for the benefit of the holders of the note, rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional art renewal policies, to holders of the note, and in case of insurar about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of the just therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Morge cors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, 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 brief in eaffecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses pt. a. d in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the morgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized on a brief thereof and additional indebtedness secured hereby and shall become immediately due and payable without notice and with tack-of thereof are even per cent per annum. Intention of Trustee or holders of the note shall never be considered as a waiver of at y right, accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holder, of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do saccording to any bill, statement or sumate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validit, of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of ideb shoes herein mentioned, both principal and interest, when due according to the terms hereof.

  At the election of the holders of the principal necessary of the principal and interest, when due according to the terms hereof. At the election of the holders of the principal necessary of principal or interest, or in case default shall occur and interest.
- 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 be to the content of the note of Trustee shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense when hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense when he may be paid or incurred by or on behalf of Trustee or holders of the note for autorneys fees, Trustee's fees, appraiser's fees, outlays for docume that and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to ftems to be expended after entry of the Jee ee) of procurries all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and our notes with 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 a dees 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 expend ares and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately out an pay, ble, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (1) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a part i, either a splithinf, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the comment. In any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied if the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items a "" retioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional it that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any r cer us 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 a nie', such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice whout regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises. We there 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 case of a sale and a lefticiency during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagers explicitly the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary and usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Cort rom 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 see, col hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to. It is not of 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access therete 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 r. ord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or om stons hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indem. the 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 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 a successor 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 hereunder 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 makers thereof, and where the clease is requested of the original trustee and he has never 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, 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 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 men	tioned i	n the	within :	Trust l	Deed 1	nas l	ocen
		CONTRACT	1916	39. J	11.0	200	101	15/10	

identified herewith under Identification No.

Trustee

END OF RECORDED DOCUMEN