## **UNOFFICIAL COPY**

LEGAL FORMS	FORM No. 206   May, 1969	Alichoy K	, 23 06	5 7.04 RECOR	OF DEFOS
				COOK C	OUNTY ILLIANAS
TRUST DEE	D (Illinois)		行 APR 30 M 9		
(Monthly payments i	including interest)	APR-30-75	988005 • 230	065704 • A — Rec	5.1
			The Above Space For F	<del>-</del>	
HIS INDENTURE, m.				rgento and Linda S herein referred to as "	
erain rafe out to ne MT		obert L. Heintz	e justly indebted to the b	egal holder of a principal	promissory note
ermed "Installment Not	e," of even date herew	ith, executed by Mortgago	ors, made payable to Bea	rer	promisory note,
nd delivered, in nd y	which note Mortgagors	promise to pay the princip	al sum of Four Thou	sand Dollars and n nterest from _April_2 per annum, such principal	0/100
n the balance of princi-	al comming from time	to time unpaid at the rat	e of 51 per cent	per annum, such principal	sum and interest
be payable in installant the 15th day of	mints ar follows:_NIA	ty 51x Dollars an 75 <sub>med</sub> Eighty	d_20/100 Four Dollars and	no/100	nasasa Dollara
n the 15th day of	each an cevery month t	herenfter until said note is	fully paid, except that the	no/100	nd interest, if not
ooner paid, shall be due	on the day o	of May	9.80; all such payment	s on account of the indebi	tedness evidenced
t said installments con	stituting princip i, is the num, and all such pe m	extent not paid when e	lue, to bear interest after Belmont Nationa	te remainder to principal; the the date for payment theres LBank of Chicago	of, at the rate of
or at	such other place as the l	er a hulder of the note may	, from time to time, in wri	ting appoint, which note fur n, together with accrued inte	ther provides that
ecome at once due and p r interest in accordance	ayable, at the pince of pa with the terms thereof o	y ment aforesaid, in case del r in core a sfault shall occur	ault shall occur in the payn and continue for three da	tent, when due, of any instally in the performance of any	iment of principal y other agreement
ontained in this Trust Darties thereto severally	leed (in which event elect waive presentment for p	ction ( lay be made at any t layment, ar acc of dishono	ime after the expiration of , protest and notice of prot	said three days, without not est.	tice), and that all
NOW THEREFORI	E, to secure the paymen mentioned note and of	t of the said rincipal sum this Trust De and the	of money and interest in performance of the covera	accordance with the term ints and agreements herein he receipt whereof is herei	s, provisions and contained, by the
ortgagors by these pre-	sents CONVEY and WA	ARRANT unto the Traste	, its or his successors and	he receipt whereof is herel assigns, the following descr	by acknowledged, ited Real Estate,
		county of Clok		AND STATE OF II	
That part of Lo	t 14 in Block 1	6 in Hundley's s	bdivision of Lots	3 to 21, & 33 to	37_a11
inclusive in Pi 14. East of the	ne Grove, peing Third Principa	a subdivision of l Meridian. Descr	for a section 21,	Township 40 North Commencing at a p	, Range
feet West of No	rth East Corner	of said Lot 14.	thence West 451/3	feet, thence Sout	herly to
s point in Sout East corner of	n:/ine of said   said lot: thence	LOt, 50/52 feet W e Southeasterly o	est of South	INSTRUMENT WAS I	PREPARED BY
line 40/52 ft.	to a point 10 :	feet West of East	* dan	SILIAN WIAGLA	
iot, thence wor Illinois	th to the point	of beginning in		179 N. Clark Stree Cago, Illinois	ADDRESS
hich, with the property	hereinafter described,	is referred to herein as th	"premises,"	n un bill tents, Issues and p	
o long and dollar off or	an improvement, tenen	ments, casements, and app	menunces mereto octonian	its v a al dand polymoity and	MORE METERICA
o companio unit ama anti-st no bee etete ed not	ion times as biortgagors	stutes apparalus runiome	which rents, issues and prof	ifter it in a se thereon use	I on a parity with
aid teal estate and not	secondarily), and all fit	stures, apparatus, equipme:	nt or articles now or here:	ifter thuisin or thereon use	d to supply heat.
aid real estate and not as, water, light, power, tricting the foregoing), f the foregoing are decl	secondarily), and all fit refrigeration and air c screens, window shades, lared and agreed to be a	stures, apparatus, equipme conditioning (whether sing awnings, storm doors and a part of the mortgaged pro	nt or articles now or here; e units or centrally contro windows, floor coverings, mises whether physically;	ifier the classer thereon use fled), a diventifation, inclu- inador beds afoves and wi ittached there or not, and	d to supply heat, ding (without re- ater heaters, All it is agreed that
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RECORDER'S OFFICE BOX NO ......

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 interbredness which may be accured 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 ordinance 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 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 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 raid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the just to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action ic in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without 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 considered as a layer of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any Litt, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into nely alidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pure not item of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder, or 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 berein contained.
- 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 she', have the right 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 add or incurred by or on behalf of Trustee or holders of the note for altorneys' fees. Trustee's fees, appraise's fees, others and expense which may be add or incurred by or on behalf of Trustee or holders of the note for altorneys' fees. Trustee's fees, appraise's fees, others and expense which may be estimated as to items to be expended after intry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and all ithin cata and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit in 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 adult on, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby an I is mediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the n.g. all connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of the n.g. all connection with (a) any action, suit or proceeding, they reason of this Trust of Deed or any indebtedness hereby secured; or (b) preparations for meaning and proceed on any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually comme
- 8. The proceeds of any foreclosure sale of the premises shall be d stributed 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 that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining up at 1; fourth, any overplus to Morigagors, 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 De a, 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, with at notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the three or 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 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 deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further three Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may encreasary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole (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: () The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become a majoritor to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale a a difficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 1, 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 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 be "ligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a is or omissions hereinster, except in case of his lown gross negligence or missionaluct or that of the agents or employees of Trustee, and he it ay recuire 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 evalues ethat all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the rejuest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all independent on the principal may accept as the without inquiry. Where a release is requested of a succe sor rustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purportins, core secuted by a prior trustee hereinder or which conforms in substance with the description herein contained of the principal note and which unports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and the has never executed a certificate on 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,

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

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.

END OF RECORDED DOCUMENT.

23065704

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