UNOFFICIAL COPY

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(Monthl)	ruse with Note Form 1445 y payments including inter	1	975 JUN 5 M			EFCOR COOK 3		
T'US INDEN	NTURE, madeMa	y 30	JUN5-75 19_7.5., be	The Above Spa 0 7 5 8 7 ween Glen	W. Murray	and Dale	Murras	5.10
	fe THE NORTHL	AKE BANK	- NORTHLAKE.	ILLINOIS		referred to as "M	ortgagers," and	
herr referre te .ned "Insta	ed to as "Trustee," with allment Note," of even	esseth: That, Wh date herewith, ex	ereas Mortgagors are secuted by Mortgagors	justly indebted to s, made payable	o the legal holder of to Bearer	of a principal pr	omissory note,	
and delivered	, in and by which note by sand one hun	Mortgagors promis	se to pay the principal	sum of	and interest from	May 30.	1975	
on the balance	o of principal remaining	from time to tir	ne unpaid at the rate	of 12,16 p	er cent per annum,	such principal sur	m and interest	
on the Lix	e in an eliments as foll St. ay o July	, 19.75_	and ONE HUND	RED TWENT	Y and 35/10	0	Dollars	
sooner paid,	St day of ruch and even shall be durer, the th	irtieth	April 19	.82 _; all such p	ayments on account	of the indebtedn	ess evidenced	
by said note of said instal	to be a rived first to accomments constitution rin	crued and unpaid	interest on the unpaid	l principal balance e, to bear interest	and the remainder to after the date for a	to principal; the person of th	ortion of each at the rate of	-
12_16 per	cent per annum and ill		eing made payable at T older of the note may.					ļ
or interest in contained in	n of the legal holder tilere ce due and payable, at the accordance with the term this Trust Deed (in which o severally waive present	eof and without no place of ayment is nereof or in ca h vent election m	otice, the principal sum aforesaid, in case defau se default shall occur a lay be made at any tim	remaining unpaid ilt shall occur in th ind continue for the ic after the expira	thereon, together with the payment, when due tree days in the perfo tion of said three day	th accrued interest and of any installment	thereon, shall nt of principal	
NOW T	HEREFORE, to secure if the above mentioned no to be performed, and al-	the payment of th	e said principal sum e	of money and into	erest in accordance	with the terms, p	provisions and tained, by the	
Mortgagors b	by these presents CONVI eir estate, right, title and f Northlake	EY and WA (RA)	IT anto the Trustee, is uate, lying and bein	its or his successong in the	rs and assigns, the f	ollowing described	d Real Estate,	
	orty eight (4						•	
	and Company's							
	f the North E f the Third P			n 6, Town	ship 39 Nor	th, Range	12	
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³THE 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 express yabordinated 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.
- 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 neewal 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 may 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 forteiture 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 indebtedness secured hereby and shall become immediately due and purchle 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 a considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so ar ording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement are a miner or into the validity of any tax, assessment, sale, forefeture, tax learn or title or claim thereof.
- 6. M nt. ors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anyth g in the principal note or in this Trust Deed to the contrary, become due physible when default shall occur in payment of principal or inter st, i 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 'n oledness 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 "rustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforceme (of i mortgage debt. in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sile i e conditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appriser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to likins to be moded after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certific i.es, as 1 similar data and assurances with respect to title as Trustee or holders of the note to be reasonably necessary either to prose its such suit 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 remises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secund in a way and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or lodder of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which is a "high the officer so plantific claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) p spar ione for the connection with (a) any action, suit or proceeding which might affect the premises or the security hereof, whether or not actual? "I repreparations for the defense of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not accua
- 8. The proceeds of any foreclosure sale of the premi es shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, ir .nuo. e all such items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute sec red ind bluedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and inter st 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 forecit e th'. Trust Deed, the Court in which such complaint is filed may appoint at receiver of said premises. Such appointment may be made either before the said without notice, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to be then a such as a homestead or not and the Trustee hereunder may be appointed. So are receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sut ad, i) 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 for he mess men Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other por ers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the shoot of 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 pa in control. (1) 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 superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of r all a deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision here: 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 reaso: ab' the es 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 shr a Truse be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor or birale 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 at the may 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 satisfar or evidence that all indehtedness 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 a melbreak hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success trustee such successor trustee may accept as trustee where which bears a clease is requested of a success trustee where the person because the remaining the person herein described any note which bears as requested of the principal note and here the release is requested of the original trustee may be reserved by a prior trustee herein described as the makers thereof; and where the release is requested of the original trustee may be reserved by the persons herein destinated as the makers thereof; and where the release is requested of the original trustee may be resented as the makers thereof the substance with the described herein, he may accept as the genuir, or in once 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 lave

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.

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
TRUST DEED IS FILED FOR RECORD.

Trustee