## **UNOFFICIAL COPY**

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CEGAL BLANKS (REVISED JULY 1988) TRUST DEED ((LLINGIS)	1015 JUN 24 WH 12 4723 125	5 766 di
For use with Note Form 1448 (Monthly payments including interest)	Juli Zij / D 1The Above Space For Rec 19 75 , between Taylor Scott &	corder's Use Only
THIS INDENTUR , in ide June 19	19 75 , between Taylor Scott & n referred to as "Mortgagors", and	Ciara Scott #00 5.11
Raymond Clif. o.d., Trustee as herein referred to as "T as. s", witnesset of a principal promissor; no s. termed "In payable to Bearer and denve ad, in and by Three Thousand S. con Bundred on the balance of principal rems nin; from principal sum and interest to be map. st. the 15th day of each and every r on principal and interest, if not sooner paid, payments on account of the indebtedness est on the unpaid principal lander and the tuting principal, to the extent not paid who of seven per cent per annum, and all such other place as the legal holder of the note that at the election of the legal holder theorether with accrued interest thereon, sh	d Ralph M. Wisniewski, Successor I h: That. Whereas Mortgagors are justly tallment Note", of even date herewith, exe which note Mortgagors promise to pay the Twenty Four & 98/100 llars, and interest itime to time unpaid at the rate of n installments as follows: Eighty Eigh 1975, and Eighty Eight and 69/1 h thereafter until said note is fully paid, exe	e principal sum of t from per cent per annum, such of and 69/100 Dollars on cept that the final payment of , , 19 79 ; all such to accrued and unpaid interh of said installments constipayment thereof, at the rate satisfies the said installments constipayment thereof, at the rate satisfies and the said installments constipayment thereof, at the rate satisfies an enuaining unpaid thereon, ; place of payment aforesaid,
the terms thereof or in case default shall or ment contained in said Trust Deed (in w three days, without notice), and that all p honor, protest and notice of protest.	our and continua for three days in the perficiency and continua for three days in the perficiency of the said principal sum of money and is terest to the said principal sum of money and is terest to the and of this Trust Deed, and it is performance much, and also in consideration of the sum of the many first presents CONFEY and WARRANCE and the lot their estate, right, title and interest the con-	ormance of any other agree- ne after the expiration of said for payment, notice of dis-
City of Chicago COUNTY OF Cool		
which, with the property hereinafter described, is TOGETHER with all improvements, teneme thereof for se long and during all such times as primarily and on a parity with said real estate and therein or thereon used to supply heat, gas, wate controlled), and ventitation, including (without refloor coverings, inadoor beds, stoves and water h premises whether physically attached thereto or ratus, equipment or articles hereafter placed in gaged premisers.  TO HAVE AND TO HOLD the premises under the premise of the said rights and benefit the State of Illinois, which said rights and benefit the State of Illinois, which said rights and benefit Deed) are incorporated herein by reference and I shall be binding on Mortgagors, their heirs, succe Witness the hands and seals of Mortgagors.	referred to herein as the "premises."  It a casements and appurtenance thereto helonging the casements and appurtenance thereto (which remises the control (	re, and all rents,
PLEASE PRINT OR TYPE NAME (8) BELOW	r Scott [Seal] Clara	
State of Ulfinols County w. Cook in the personal parts and now free and		sid instrument as their sin set forth including the release
MENT PREPARED BY:  AND MANUAL	THE ABOVE ADDRESS IS	11. 60619
Chicago, III.  ADDRESS 3401 South King CITY AND Chicago, III.  OR RECORDER'S OFFICE BOX NO	Drive SEND SUBSQUENT TAX 60616 SUBSQUENT TAX	z ~]
(2%)		

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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 hens in favor of the United States or other liens or claims for lien on expressly subordinated to the lien hereof, (4) pay when the 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 dicharge 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 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 of holders of the note.
- 2. Mortganore shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water 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 context.
- 3. Mortgagors will keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, highten in and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of chacky 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 evider. It by the standard mortgage clause to be attached to explore, 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 rest, cut educates of expiration.
- 4. In case of defaul the cin, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of Morte, are any form and manner deemed expedient, and may, but need not, make full or partial payments of
  principal or interest on prior end inbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or
  title or claim thereof, or there from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys
  paid for any of the purposes herei, an horized and all expenses paid or incurred in connection therewith, including reasonable attorneys
  fees, and any other moneys adva set by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof,
  plus reasonable compensation to instance of the matter concerning which action herein 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 waiver of any right accruing to them on account of any default her une ron the part of Mortgagors.
- 5. The Trustee or the holders of the rear aereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statem for estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid. Of any tax assessment, say the reference, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebt dies berein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the p. inc. as note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in 0. principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or it, erest, or it case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containe.
- 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 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 management of a trustee of the control of the control of the control of the control of a management of a management of the control of t
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and a pli d in the following order of priority: First, on account of all costs and expenses incident to the forclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure in checkness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and, er ... remaining unpaid; fourth, any overulta to Maraganara, their heirs, leady representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in this such hill is filed may appoint receiver of said premises. Such appointment may be made either before or after sale, without not not are without regard to the solventy or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises of the premises of the same shall be then occupied as a holmestead or not and the Trustee hereunder may be accounted as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendir, yof such foreclosure suit and, by axe of a sale and a deficiency, during the full statutory period for redemption, where there he redemptice or or, as well as duringly any further times when Mortgagors, except for the intervention of such receiver, would be entitled to colors a characteristic and operation of the premises during the whole of said period. The Court from time to time may suthorize the sec-ver to apply the net income in his hands in payment in whole or in part of: (d) The indebtedness accured hereby, or by any decree operioning this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of said, ever, provided such application is made prior to toreclosure 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 of this would not be good and available to the party interposing same in an action as 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 a cerety 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 oblig ted to record of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a y acts or omissions hereunder, except in case of his own gross negligence or missions hereunder, except in case of his own gross negligence or missions that of the agents or employees of Truste, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien theroof by proper instrument upon presentation of satisfactory evidence this all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the 1 quest 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 criticate or dentification purporting to be exactly approved by the period of the property of the exactly and the property of the period of the property of the exactly of the period of the property of the exactly of the period of the property of the exactly of the period of the property of the period of the purports to be executed by the period 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.
- shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee.
- shall be first Successor in Trust and in the event of its 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 hereot, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortagors" 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 Trus Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUST DEED IN THE TRUST DEED IS FILED FOR RECORD.

* ****		HA PACIFIC		11774 111 1774		 	***
been	identified	herewith	under	Identification	n No	********	175000
200							

Truste

