UNOFFICIAL COPY

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GEORGE E. COLE* FORM No. 206	
LEGAL FORMS May, 1969	23 136 226
TRUST DUED (Illinois) For use with Note Form 1448 (Monthly payments locateding interest)	11 H JUL 2 M 11 26 100 7.20
(Monthly payments including interest)	South rate of the property of the State of t
	The Above Space For Recorder's Use Only
	1975 , between Richard T. Johnson and wife Helen I.
ohnson (J)	ank A. Peluso herein referred to as "Mortgagors," and
herein receive to as "Trustee," witnesseth: That, termed "In allm at Note," of even date herewit	Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, h, executed by Mortgagors, made payable to Bearer
	romise to pay the principal sum of Ten Thousand Five Hundred Eighty Four
and 00/100	Dollars, and interest from
to be muchle in installe and an installe and	Hundred Seventy Six and 40/100
on the 10th day of a gust 19	75, and One Hundred Seventy Six and 40/100 Dollars
sooner paid, shall be due on the Oth ay of	July , 19.80; all such payments on account of the indebtedness evidenced
of said installments constituting principal, to the	Dollars reafter until said note is fully paid, except that the final payment of principal and interest, if not July 1980; all such payments on account of the indebtedness evidenced paid interest on the unpaid principal balance and the remainder to principal; the portion of each extent not paid when due, to bear interest after the date for payment thereof, at the rate of the payment thereof, at the rate of the payment thereof, at the rate of the payment thereof are the payment thereof.
become at once due and payable, at the place of payn or interest in accordance with the terms thereof or it contained in this Tone Lond (in which	a motion of the hole may, from time to time, in writing appoint, which hole farther provides that it we, the principal sum ternaining unpaid thereon, together with accruted interest hiercon, shall it are lefault shall occur and continue for three days in the performance of any lottle agreement of one lefault shall occur and continue for three days in the performance of any other agreement
parties thereto severally waive presentment for pay	ment, addict of lishonor, protest and notice of protest.
limitations of the above mentioned note and of the Mortgagors to be performed, and also in consider	of the s practical sum of money and interest in accordance with the terms, provisions and its Trust D cc and the performance of the covenants and agreements herein contained, by the ration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, RANT unto the Trustee, its or his successors and assigns, the following described Real Estate,
and all of their estate, right, title and interest there City of Chicago	em, stuate, lying a a bein in the
The state of the s	DUNTY OF CCOR AND STATE OF ILLINOIS, to wit:
Part of Lot 20 in Block 2 in Dr	death additional and a state and a second permitted and
	rice's Subdivision of the S. W. 4 of Section 26 Township 38
North, Range 13 East of the Thi	
North, Range 13 East of the Thi	rd Principal Meridian.
North, Range 13 East of the Thi	
North, Range 13 East of the Thi	A JUNIOR TRUST DEED 500 3
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North, Range 13 East of the Thi THIS IS which, with the property hereinafter described, is r TOGETHER with all improvements, tenements to long and during all such times as Mortgagors masoli real estate and not secondarily, and all fixture pass, water, high, power, refrigeration and air conditicting the foregoing, wereens, whichox shades, aw of the foregoing are declared and agreed to be a parall buildings and additions and all stillations or other	eferred to herein as the "premises," by cusements, and apputenances thereto belongin, and all ents, issues and profits thereof the sy be entitled thereto twhich tents, issues and profits as p edged primarily and on a parity with expansions, equipment or articles now or hereafter there is the thereon used to supply head, infoming (whether single units or centrally controlled), at a set illation, including (without training, tourn doors and windows, floor coverings, innotion exts, store and water heaters. All it does not be a supply the supply of the mortgaged premises whether physically attached first to "it, and it is agreed that in apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their suc-
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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 prenises 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 mechanics lens or liens in favor of the United States or other liens or claims for inon or 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 building or buildings now or at any time in process of crection 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 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 hereinhefore 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 little or claim thereof, or reteem from any tax's let or orfetiute affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses vaid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of a no e to protect the mortgaged premises and the lien hierof, plus recondible compensation to Trustee for each matter concerning which action he in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without r. See and with interest thereon at the rate of seven per cent per annum, traction of Trustee for or the holders of the note shall never be considered as a wriver of any right account to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trust e or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to an, black-terment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, state-on or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall be seek item of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders 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 east detail shall occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.
- 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 intered, or in cast det if shall occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.

 7. When the indebtedness height season and the whether by the terms of the note described on page one or by acceleration or otherwise, holders of the more of Trustes 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 mortgage debt, in any suit to foreclose the lien hereof, there shall he allowed and included as additional indebtedness in the decree for sale all expendit are und expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraisers fees, it is not a fee entry of the decree of principal days be estimated as to nems to be e.g. of a fire entry of the decree of principal days be estimated as to nems to be e.g. of a fire entry of the decree of principal days be estimated as to nems to be e.g. of a fire entry of the decree of principal days the state of the note may deem to be reasonably necessary either to proceed teach suit of vidence 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 delitio, all expenditures and expenses which may be had pursuant to such decree the true condition of the title to or the value of the premises. In delitio, all expenditures and expenses thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders is the annual proceeding, including but not limited to probate and bank ruptey proceedings, to which either of any shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, with which either of any shall be a party either as plaintiff, clai
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to forcelove th. "Tru" Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after—de, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as ward; ecceiver. Such receiver shall have power to called the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in see of a sale and a deficiency, during the full statutory period for tedemption, whether there be redemption or, as well as during any full, "a loss when Mortgagors, except for the intervention of such receiver, would be entirled to collect such rents, issues and profits, and all other pow it which may be necessary or are usual in such cases for the protection, powersoin, control, management and operation of the premises during the wolls of said period. The Court from time to this may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lieu which may be of the said secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lieu which may be and deficiency.

 10. No action for the enforcement of the lieu of this Trust Deed or of any nerwision hereof shall be to now defense which would not
- 10. No action for the enforcement of the lieu of this Trust Deed or of any provision hereof shall \(\frac{1}{2} \) so ject 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 reason ble tim's 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 obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms herefor, nor 'e (a.b)' 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, 'e.d he' 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 satisfa tory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and 't he request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requestee or a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporing to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and with purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee at 1 he has 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 Registers of Titles is which this immunity to the second 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 I ave been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. Jack S. Cleveland 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 constraint which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereinder 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.

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.

identified herewith under Nientification No. 03-75162-10

END OF RECORDED DOCUM