## UNOFFICIAL COPY

	GEORGE E. COLE® LEGAL FORMS	FORM No. 20					· · · · · · · · · · · · · · · · · · ·	: Cesa
ALL V	and the same	May, 1969 Fi	LEI POR NEUSRO			\$10.0	3022 A 2020	
છ ).	TRUST DEI For use with h (Monthly payments	ED (Illinois) Note Form 1448h— Including in <b>alui</b> st	16 75 1 4523	258 7	42	* 2	3258741	2
7					The Above Space	e Far Recorder's Us	se Only	
·	THE ANDENTURE, I	nade O	ctober 6,	19 75 , bet	ween Thad	deus Judycki	and	
\$ ₽	Linda M. Argo Stat	Judycki, hi e Bank, an	s wifo Illinois Bankir	ng Corpora	ation	herein	referred to as "Mo	rigagors," and
, t	herein refe 1 to ny <sup>18</sup> 1 Jermed " nsta )ment No	[rustee," witnesse	th: That, Whereas Mo	fitgagors are	justly indebted to		of a principal pri	3 <u>00</u>
	ind delivered, manifely					venteen Thous and interest from		1
	on the balance of princ.	par emaining fro	m time to time unpaid	l at the rate of	of 8 3/4 p and 91/100	er cent per annum,	such principal sun	Daller
م	in the payable in instant in the list murtily of the list day of	Ca. Dorember	e 19.75 and	One Hunda	red Sixty-n	rue and ailin	0	Dollars
5	ooner paid, shall be due by said note to be applied of said signallments con	e on the [15], ed first to accrece stituting principal	day of November and unpaid interest of the extent not paid	in the unpaid aid when due,	JO ; all such pa principal balance , to bear interest	ayments on account and the remainder to after the date for p	t of the indebtedn	ess evidenced
•	per cent per an	mum, and all such such other place :	i jayme its being made is the legal holder of th	payable at re note may, fi	rom time to time,	in writing appoint,	which note further	provides that
b O	t the election of the lega ecome at once due and p r interest in accordance ontained in this Trust D arties thereto severally	ayable, at the plac with the terms the leed (in which eve	e of pi vme it aforesaid. creof or in case default int election may be mad	in case default shall occur an de at any time	t shall occur in the id continue for the after the expirati	e payment, when du- ree days in the perfo- ion of said three day	e, of any installment ormance of any oth	nt of principal her agreement
lii M M	NOW THEREFORE mitations of the above fortgagors to be perfort fortgagors by these pres	E, to secure the p mentioned note a med, and also in sents CONVEY a	ayment of the sa d pri and of this Trust Deed consideration of the nd WARRANT unto t	ncipal sum of f and the per sum of One the Trustee, it	money and inte- formance of the Dollar in hand p or his successor	rest in accordance covenants and agree oald, the receipt wh	ements herein cont nereof is hereby a	ained, by the cknowledged,
40	nd all of their estate, ris	ght, title and inte	rest therem, situate, ly	inn and being	K <sup>n the</sup>		STATE OF ILLIN	
	lot 1 in Bloc	ck 4 fm Joh	n J. Ready Sout	h Mano	Soing a sub	division of	the East hal	lf of
	the Bast hald	6 of the Eas	st half of the f the Third Pri	North Wes	it o'arter o	of Section 31	, lownsnip a	38
	* Or in case th	he undersign	ned shall witho	ut prior	wri cen cor	sent of the	holder or ho	olders
	hereof sell,	assign, tr	ansfer or lease	the real		ect to curs	LIUST DECU-	
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10	long and during all sus	di improvements, ch times as Morti	tenements, casements, casements, capers may be entitled	rein as the "pi and appurter thereto (which	remises," nances thereto bel h rents, issues and	ongor, an' all rent	s, issues and profit primarily and on	s thereof for a parity with
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- 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 hers or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or chaige on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trostee 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 convented to in writing by the Trustee or holders of the note.
- 2. Mortgagory 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 die, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate recepts 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 blightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replor repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurpolicies payable, in case of loss or damage, to Trustee for the benefit of the holders of note, and either the standard are clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, a case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- d. 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 process on the notes, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or tule or claim thereof, or redeem from my 1s sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and at 1 pr. spaid or incurred in connection therewith, including reasonable airorneys fees, and any other moneys advanced by Trustee of the holders of the offer to protect the mortgaged premises and the lien hereinf, plus reasonable compensation to Trustee for each matter concerning which a new 1 pr. authorized may be taken, shall be Nimeh ariditions of the light and shall become immediately due and payable without once and with interest thereon at the rate of same per cent per annum, inaction of Trustee or holders of the note shall never be considered in a 1 at 1 pr. and shall become immediately due and the considered in a 1 pr. and shall become immediately due and shall be payable without once and with interest thereon at the rate of same per cent per annum, inaction of Trustee or holders of the note shall never be considered in a 1 pr. and ball the properties of the note shall never be considered in a 1 pr. and ball the properties of the note shall never be considered in a 1 pr. and ball the properties and the properties of the note shall never be considered in a 1 pr. and ball the properties and the properties a

- 5. The Truste, or 1.2 holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, at tement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein 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 case sof all shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein comained.
- 8. The proceeds of any foreclosure sale of the premies shall be dist thut, d and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all sure, from as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted easy additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest fremaining unit additionally 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 foreclose this Trust De ..., 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, without no ..., without regard to the solvency or insolvency of Mortgagurs at the time of application for such receiver and without regard to the then sale of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereinder may be appointed as such receiver. Such a receiver to solve the reins, issues and profits of said premises during the pendency of such foreclosure suit and, in case of most, and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times which "staggurs, except for the intervention of such receiver, would be entitled to collect such reins, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the next income in his hands in payment in whole or in part of: (1) the "deri closes secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become our min to the lien hereof or of such decree, provided such application is made prior to foreclosing sale; (2) the deficiency in case of a sale and self-iency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to an idefense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- If Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and accr s the eto 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 the record this Trust Deed or to exercise any power berein given unless expressly obligated by the terms hereof, nor be liable for any lets of comissions hereunder, except in execut his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require is demnities satisfactory to him before exercising any power herein given.
- 1). Trustee shall release this Trust Deed and the fign thereof by proper instrument upon presentation of satisfactory evidence hat 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 any occors who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness been successful related to the paid, which representation Trustee may accept as true without paid, the requested of successful relates may accept as the genum and betein described any note which bears a certificate of identification purporting to be excuted by a press trustee hereinsder of which configure in substance with the described never included in a note in the principal note and which purports to be executed by the persons berein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any institutional destributions as the principal note described herein, he may accept as the genume principal note herein described as note which may be presented and which conflorus 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. Truster may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

en excended or filed. In save of the death, resignation, inability or refusal to act of Trustee. Chicago Title Insurance Co., all he first November on Irust and in the event of his og six feath resignation, inability or refusal to act, the then Recorder of Dects of the county which the promotes are situated shall be second Successor in Irust hereinsher shall have the identical title, powers and thought as are beauty given Irustee, and ago Irustige or successor shall be entitled to reasonable compensation for all acts performed hereinsher.

15. This Erust Deed and all principous hereid, shall extend to and be binding upon Mortgapors and all persons claiming under or through Mortgapors, and the word "Mortgapors" when quit herein shall include all such persons and all persons at any time fashe for the payment of the midebicitions or any part thereof, whether or now such persons shall have received the principal owner, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND MODEL STREET STATE BANK, an Illinois Banking Corporation should be the soft section by the treet between the BY BORROWER THE BURNEL WITCH THE BY TH Asst. Vice President F. Thill,

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