## **UNOFFICIAL COPY**

GEORGE E. COLE® FORM No. 206 LEGAL FORMS May, 1969	23 284 195
	The first of 30
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	이 많다. 그들도 좋아하는 일을 작동시에 되어, 그림과 제계를 보다 날아가는 물이 가고 있어야 한다면?
	halv6-7> 91458 • 23234195 4 A — Rec 5.0
	The Above Space For Recorder's Use Only
HIS INDENTURE made OCTOBER 16	5, 19 75, between PHILLIP J. HERKEL AND TERESA HERKEL, HERKEL, a widow between PHILLIP J. HERKEL AND TERESA HERKEL,
	MITCHELL H. BASS
re a "Installment Note," of even date herewi	it, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, ith, executed by Mortgagors, made payable to Bearer
ad celis are t, in and by which note Mortgagors,	promise to pay the principal sum of FOUR THOUSAND ONE HUNDRED SEVENTY EIGHT  Dollars, MONEYMAKAKAMMENTAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
8 40/100 (\$4178.40)	Dollars, and namen kenska xxxxxxxxxxxxxxxxxxxxxx (namen bear an
be payable in installments as follows: SI	
the 20th day of each and every month the	hereafter until said note is fully paid, except that the final payment of principal and interest, if not
y said note to be applied first to accrued and u	of OCTOBER 19 80; all such payments on account of the indebtedness evidenced impaid interest on the unpaid principal balance and the remainder to principal; the portion of each
per cent per aiman, ar a macin paying	
the election of the legal holder thereo' and with	egal holder of the note may, from time to time, in writing appoint, which note further provides that hour notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall yment aforesaid, in case default shall occur in the payment, when due, of any installment of principal
r interest in accordance with the tern's thereof or intained in this Trust Deed (in which event elect	r in case default shall occur and continue for three days in the performance of any other agreement tion may be made at any time after the expiration of said three days, without notice), and that all
NOW THEREFORE, to secure the p. vm .nt	ayment, notice of dishonor, protest and notice of protest.  of the said principal sum of money and interest in accordance with the terms, provisions and
fortgagors to be performed, and also in considering agency by these presents CONVEY and W.1.	th 5 Trust Deed, and the performance of the covenants and agreements herein contained, by the de at a of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, LAP ANT unto the Trustee, its or his successors and assigns, the following described Real Estate,
ed all of their estate right title and interest the	er if , situate, lying and being in the COUNTY AND STATE OF ILLINOIS, to wit:
LOTS \$36 & 37 IN E	EUREKA SUBDIVISION IN THE NORTHWEST & OF SECTION 4, RANGE 14 E. P.M. IN COOK COUNTY, ILL.
LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH	EUREKA SUBDIVISION IN THE NORTHWEST & OF SECTION 4, RANGE 14 E.V.P.M. IN COOK COUNTY, ILL.
LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH  hich, with the property hereinafter described, is TOGETHER with all improvements, tenem	EUREKA CUBDIVISION IN THE NORTHWEST & OF SECTION 4, RANGE 14 E.J. P.M. IN COOK COUNTY, ILL.  5 referred to herein as the "premise". hents, easements, and appurtenance, there o belonging, and all rents, issues and profits thereof for many be entitled thereby (which her is, issues and profits are pledged primarily and on a parity with
LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH  hich, with the property hereinafter described, is TOGETHER with all improvements, tenem	EUREKA CUBDIVISION IN THE NORTHWEST & OF SECTION 4, RANGE 14 E.J. P.M. IN COOK COUNTY, ILL.  5 referred to herein as the "premise". hents, easements, and appurtenance, there o belonging, and all rents, issues and profits thereof for many be entitled thereby (which her is, issues and profits are pledged primarily and on a parity with
LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH TOWNSHIP 38 NORTH TOGETHER with all improvements, tenem Together with all improvements and all similar or other Together with all improvements with the together with a tenement of the together with	is referred to herein as the "premis".  In the Northwest & OF SECTION 4,  RANGE 14 E. P.M. IN COOK COUNTY, ILL.  From the control of the cont
LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH TOWNSHIP 38 NORTH TOGETHER with all improvements, tenem long and during all such times as Mortgagors id real estate and not except the state of the control of the c	EUREKA CUBCIVISION IN THE NORTHWEST & OF SECTION 4,  RANGE 14 EP.M. IN COOK COUNTY, ILL.  50 country is referred to herein as the "premis".  10 cook county, ILL.  50 country is referred to herein as the "premis".  11 cook country, ILL.  50 country is referred to herein as the "premis".  12 country is referred to herein as the "premis".  13 country is referred to herein as the "premis".  14 country is referred to herein as the "premis" and all rents, issues and profits thereof for may be entitled thereto (which ret is, issues and profits are pledged primarily and on a parity with turners, apparatus, equipment or artic. In or or hereafter therein or thereon used to supply heat, onditioning (whether single units or cor ref") controlled), and ventilation, including (without reawnings, storm doors and windows, floor or trings, inador beds, stoves and water heaters. All part of the mortgaged premises whether hy celly attached thereto or not, and it is agreed that her apparatus, equipment or articles hereafter. The country is the premises by Mortgagors or their successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee, its or his successors and ar at the said Trustee of Illinois, which expressly release and waive.
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LOTS \$36 & 37 IN E TOWNSHIP 38 NORTH  TOWNSHIP 38 NORTH  TOGETHER with all improvements, tenem long and during all such times as Mortgagors idd real estate and not secondarily), and all fix s, water, light, power, refrigeration and air catricting the foregoing, screens, window shades, for the foregoing are declared and agreed to be a li buildings and additions and all similar or often sessors or assigns shall be part of the mortgaged TO HAVE AND TO HOLD the premises to dirusts herein set forth, free from all rights a idd rights and benefits Mortgagors do hereby e This Trust Deed consists of two pages. The lincorporated herein by reference and hereby lortgagors, their heirs, successors and assigns.  Witness the hands and seals of Mortgagors  PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	EUREKA CUBLIVISION IN THE NORTHWEST & OF SECTION 4, RANGE 14 EP.M. IN COOK COUNTY, ILL.  5. referred to herein as the "premis".  1. the undersigned, a Notary Public in and for said County, PHILLIP J. HERKEL  1. Seal)  (Seal)
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TOTAL STREET CONTRACTOR SECTION AND ADMINISTRATION OF THE PARTY OF THE

THE FOLLOWING ARE THE COVE TS, CONDITIONS AND PROVISIONS REFE D 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 mechanics 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 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.
- 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 lies or or other prior tien 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 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 the 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 on success the part of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- i. 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 bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or e-imate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. M rigagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the ele it is of the holders of the principal note, and without notice to Morrgagors, all unpaid indebtedness secured by this Trust Deed shall, notwith, anding 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 it is st, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containe.
- 7. When the ir obtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the new 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 mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree or sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees. Trustees's (ees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated a. o. o. is to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. For ms extificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to proceeding a continuous of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebteu sex or ared hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by trust or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust beed or any indebtedness hereby secure; or (b) reparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale. The remises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure pro eedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof on divite secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal indinterest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

  9. Upon or at any time after the filing of a complaint of o eclose this Trust 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 sale, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and with run regard to the then value of the premises or whether the same shall be then occupied as a homesteed or not and the Trustee hereunder may be appointed as the receiver. Such receiver shall have power to collect the rents issues and profits of said premises during the pendency of such fit elements when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, at all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the primises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment 1 whole at in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or othe 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 dark or which may be fit have being of while he whiles to any defence which would not be the provided and the provided such application is made prior to foreclosure sale: (2) the dark or which was the public to any defence which would not be the provided and the provided such application is made prior to foreclosure sale: (2) the dark or which was the public to any defence which would not be the provided and the provided such application is made prior to foreclosure sale: (2) the dark or which was the public of any defence which we have the public of any defence which would not the public of the provided such application is made prior to foreclos
- 10. No action for the enforcement of the lien of this Trust Deed or of an ip. virion hereof 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 notable secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the n n ises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the (n) is hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employee of Trustee, and 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 pusents on of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver the entering that all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver the entering that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a reluce is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificat, of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained A in principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of no original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may a true in the principal note and which purports to be executed by the persons herein described and which conforms in substance with the description herein contained of the 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.

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  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 tile, 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.

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