This Indenture, Made November 29 Made November 29 1975, between Barvey R. Taylor and Martha Taylor, his wife,

herein referred to as "Mortgagors," and

Riverdale Bank

an Illinois, banding corporation doing business in Riverdale, Illinois, herein referred to as TRUSTEE, witnesseth:

evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to

BEARER Rivershale Bank

and delivered, in and by w ich said Note the Mortgagors promise to pay the said principal sum and

In the balance of principal remaining from time to time unpaid at

the rate of 10.88 per cent per any m in instalments as follows: One Hundred Sixty & 33/100--

day of Jan as ry 10th 19 76 and One Hundred Sixty & 33/100----

Dollars on the d y of each Month thereafter until said note is fully prid except that the final payment of principal and

interest, if not sooner paid, shall be due on the lotter day of December 1980. All such payments on account of the indebtedness evidenced by slid note to be first applied to interest on the unpaid principal balance and the remainder to principal; royided that the principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal.

cipal and interest being made payable at such banking house or trust company in

cipal and interest being mane payable at the holders of the note may, from time to tim, in writing appoint, and in Village.

Williams in said Chy. absence of such appointment, then at the office of

This Trust Deed and the note secured hereby are not assumable and becom an nediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed.

NOW, THEREFORE, the Mortgagors to secure the payment of the said p. n cipa sum of money and said interest in accordance with the terms, provisions and limitations of this trus' deed, and the performance of the covenants and agreements herein contained, by the Mortgagors 'o b. performed, and also in consideration of the sum of One Dollar in hand paid, the receipt way sof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its succ ason and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situ-

ate, lying and being in the Alsip to wit:

, County or Cook

Lot 15 Block 8 of Aleip Woods South, a subdivision of part of South West ‡ and port of West ‡ of South East ‡ lying North of centerline of Calumet Feeder in Section 26 Township 37 North, Russe 13 East of the Third Principal Meridian

This Document was prepared by Alma Schulte, Riverdale Bank, Riverdale, III. 60627

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm

doors and vindows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing ar declared to be a part of said real estate whether physically attached thereto or not, and it is agreed to it all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the authorses, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Montagors do hereby expressly release and waive.

IT IS FURTHE'S UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the promises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, whose waste, and free from mechanic's or other liems or claims for liem not expressly subordinated to (no be hereof; (3) pay when due any indebtedness which may be secured by a hen or charge on the premises superior to the liem hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liem to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 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, from the Trustee or to holders of the note 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 or 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 here's, 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 addice all 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.
- A. In case of default therein, Trustee or the holders of the note m y, ut 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 pricipal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax here or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting and 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 attorneys' fees, and any other m acys advanced by Trustee or the holders of the note to protect the mortgaged premises and the labered, 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 immolately due and payable without notice and with interest thereon at the maximum rate permitted by law. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to hem on account of any default hereunder on the part of Mortgagors.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for 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, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charkes, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute 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 premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the com-



mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other iters, which under the terms hereof constitute secured indebtedness additional to that evidenced by the notice with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights, any appear.

- 9. Upon, or the avetime after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appear a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such acceiver and without regard to the ten value of the premises or whether the same shall be then occurred as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such fo ech sure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, what it fether be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other paces which may be necessary or are usual in such cases for the protection, possession, control, man generat and operation of the premises during the whole of said period. The Court from time to time hay authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the acceptances 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 applied tion is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the year, 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 reasonable times and access thereto shall be permitted for that jurp se.
- 12. Trustee has no duty to examine the title, location, exist ace, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise my power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or any sions hereunder, except in case of its own gross negligence or misconduct or that of the agents or any overs of Trustee, and it may require indemnities satisfactory to it before exercising any power her in given.
- 13. Trustee shall release this trust deed and the lien thereof by proper it a uncent upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the reque t of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may expending that all indebtedness hereby secured has been paid, which representation Trustee may expending that all indebtedness hereby secured has been paid, which representation Trustee may expending that all indebtedness hereby secured has been paid, which representation Trustee may expending the part of the genuine note herein described any note which bears a certificate of identification purvaring to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as demakers thereof; and where the release is requested of the original trustee and it has never executed a refificate on any instrument identifying same as the note described herein, it may accept as the ground note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- It 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 resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Decks 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 berein even 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 hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used hereig shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

WITHEM	the hand	and seal_ of	Mortga.	gore the day and year f	rst shove written.
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STATE OF ILLI COUNTY OF COOK					
	I, The Undersi	gned or and residing in	said County, in th	ie State aforesaid	, DO
	HEREBY CERTIFY TH	IAT Harvey E. T	aylor_and Marth	a Taylor, bis y	vife,
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