UNOFFICIAL COPY

THIS DEED (1900) ANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. 10. The Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. In the Allows Speec For Recorder's Use Drivy JANUARY 26. JANUARY 26. JANUARY 26. JANUARY 26. JANUARY 26. JANUARY 26. JANUARY 27. JANUARY 27. JANUARY 26. JANUARY 27.						
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recein referred to as "Trueta" witnesselb: That, Wheras Murgagors are justly indebted to the legal holder of a principal promissory note, cremed "Istaillment Note," of an algorithm, executed by Morragares, made payable to Bearer and advanced to the state of the principal sum of SEVEN THOUSAND THREE HUNDRED THO BOY 100 (\$7.302.00) and algorithm of the principal sum of SEVEN THOUSAND THREE HUNDRED THO BOY 100 (\$7.302.00) and the state of the principal sum of SEVEN THOUSAND THREE HUNDRED THO BOY 100 (\$7.302.00) and the state of the sta	THIS INDENTURE	JANUARY	26, 76, between	een		
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is the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, longether with accrued interest thereon, shall recovered into the analysis of earth of the principal sum of most and send of the state of the principal sum of most and the spiration of said three days, without notice), and that all articles there were entitly water presentment for payment of the said principal sum of money and interest in accordance with the terms, provisions and Montraguers to be performed, and also in convideration of the said of the contract of the said principal sum of money and interest in accordance with the terms, provisions and Montraguers to be performed, and also in convideration of the sum of One Dellar is hard put the receipt whereof in hereby acknowledged, Mortgagors by these presents CONNEY and WARRANT unto the Trustee, it or this sur-seers and assigns, the following described Real Estate, and all of their events, right, title and mercest therein, estate, by the sum of the said principal sum of more and the said real extended of the North Principal and the said real extended of the North Range 9 East of the North Principal and the said real extended of the North Range 9 East of the North Principal Meridian in Cook county. Illinois. **TICKETHER with all improvements, tenements, essements, and appurtaness thereto belonging, and all rests, issues not reflect the North Range 9 East of the North Principal Meridian in Cook county. Illinois. **TICKETHER with all improvements, tenements, essements, and appurtaness thereto belonging, and all rests, issues not reflect the North Range 9 East of the North Principal Meridian in Cook county. Illinois. **TICKETHER with all improvements, tenements, essements, and appurtaness thereto belonging, and all rests, issues not reflect the North Principal Meridian in Cook county. Illinois. **TICKETHER with all improvements, tenements, essements, and appurtaness thereto belonging, and all rests, issues not reflect the north of the North Principal	/ per cent per	annum, and all such p at such other place as	the legal holder of the not -v, from	om time to time, in wri	ting appoint, which note furth	er provides that
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NOW THEREFORE, to secure the payment of the said principal sum of n oney and interest in accordance with the terms, provisions and intrations of the above mentioned note and of this Trust Dec. and the performer, of the coveraints and agreements herein consideral, by the following control and above mentioned note and of this Trust Dec. and the performer, of the coveraints and agreements herein consideral, by the following described Real Einster, and all off their evaluate, right, title and interest therein, situate, bying and being in the village of HANOVER PARK COUNTY OFCOOK AND STATE OF ILLINOIS, to with the property hereinafter described, is referred to herein as the "premises." Lot 22 in Block 4 of Hanover Park 1st Addition being a Subdivision of the North 100 Acres of the Northeast 4 of Section 36, Township 41 North Range 9 cast of the Third Principal Meridian in Cook county, Illinois. Which, with the property hereinafter described, is referred to herein as the "premises." Lot 22 in Block 4 of Hanover Park 1st Addition being a Subdivision of the North 100 Acres of the	ontained in this Trus	t Deed (in which event	t election may be made at any time	after the expiration of	said three days, without notic	other agreement e), and that all
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THE FOLLOWING ARE THE COVENATS, CONDITIONS AND PROVISIONS REFERED 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 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 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 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 attacted to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about the expective 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 a y form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if say, and purchase, discharge, compromise or settle any tax lies or other prior lien or title or claim thereof, or redeem from any tax asle or forfeir re. Fecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incredent of the 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 authorize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with mit. At 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, cruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the not 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 estimate or into the validity of any tay, 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, indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this friend Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest, or in case default shall occur in do not interest.
- 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 for close 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 stir to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sake all expenditures and expenses win a 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 documents y and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of "respect of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and as are certificates, 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 bide, as at any sale which may be had pursuant to such decree the tree condition of the title to or the value of the premises. In addition, all expensitions and expenses of the nature in this paragraph mentioned shall the come of the premise of the security period of the condition of the title to or the value of the premises of the note in connect on will "a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, inter as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commence and the proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and an fird in the following order of priority: First, on accound of all costs and expenses incident to the foreclosure proceedings, including all such items a are mentioned in the preceding paragraph hereof; see of ond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with a three on as herein provided; third, all principal and interest remaining unpaid; fourt, 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 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 or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then cocupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver in the provide to redemption or not, as well as during any further times when Mo (gago), receipt for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be receiver or 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 net income in his hands in payment in whole or in part of: (1) The indebted assignment, or such decree (oreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superic to: the lien hereof or of such decree, provided such application 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 of this Trust Deed or of any provision hereof shall be subject to any fine 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 reasonable times and access that o 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 hereof, nor be liable for any acts or om ssions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may requite indefinitions 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 satisfactory evidence th (a) indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request (a e) person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebted (e), such successor trustee may accept as trustee may accept as trustee may accept as trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 the makers thereof: and where the release is requested of the original trustee and he has never executed any note which may be presented and which conforms in substance with the described herein, he may accept as the genuine 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.

 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 fille, 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 mention	ned in	the within	Trust	Deed I	ha:

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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			Truste	*	

