## UNOFFICIAL COPY

THE NORPHURE TWO APPENDIX OF A		of the Constitution of the Angels of the Constitution of the Const	e 1987. Te tiki se të Tukura parate, kura me Poleski se të Roseki s	
The Above Space For Recorder's Use Only  ARTICLES J. MINEY S. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty, Illinois.  ARTICLES J. GISCO. Set Vallage of Lettons. Cook Courty of Lettons. Cook Court	GEORGE E. COLE® FORM No. 206 LEGAL FORMS September, 1975 TRUST DEED (Illinois) For use with Note Form 1448	UTY, JELINOIS EAREOURD		RECEIVER OF DEROS
ARTICLE 3. ELESC, M. Wallage of Lemont, Cook Courty, Tilinois  arcion referred to a "rings witnesseth That, whereas Meragers are justy, indicated to the legal holder of a principal promissory note, which were all the proposed and the proposed of the principal sum and the proposed of the principal sum and interest from dark holds. The principal sum and interest from dark holds are proposed to the payable in institutions as follows: To "Tilinois Tilinois Tilin	3		The Above Space For Recorder's L	
on the balance of principal remaining, som time to time mynds in the rather of College, per grouns, such principal sum and industry of the perincipal sum and industry in the perincipal sum and industry. Industry, 12(1),	ARTHUR E. BIESCI. of Village of	Lemont - Cook Coun	tv. Illinois	
On communication that the duties on the 1-1-10 communication of the comm				date hereof
became at one code and payable, at the place of payment aforestal in as default shall occur in the payment, which note further provides that became and one doe and payable, at the place of payment aforestal in as default shall occur in the payment, when does not payment aforestal in as default shall occur in the payment, when of any plataliment of principal or interest in accordance with the terms thereof or in case default shall veru and continue for three days in the performance of any other agreement payment and the payment, when the payment of the payment of the said principal surr of money and interest in accordance with the terms, provisions and surrounded the payment of the said principal surr of money and interest in accordance with the terms, provisions and surrounded the payment of the said principal surrounded to the said principal sur	on the $\frac{1}{2}$ sooner paid, shall be due on the $\frac{1}{2}$ $\frac{75!!}{1}$ day of $\frac{1}{2}$ . Oby said note to be applied first to accrued and unpair of said installments constituting principal, to the explosion of $\frac{1}{2}$ . Per cent per annum, and all such payments	P 12 1987  The interest on the unpaid property of the property	y paid, except that the final paymers  3.—; all such payments on accountricipal balance and the remainder to bear interest after the date for ELEMONT HATLONAL BANK	at of the indebtedness evidenced to principal; the portion of each payment thereof, at the rate of LEMONT, THEROIS.
which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER with at improvements, tenements, casements, and appurtenances thereto belonging, and at tents, fisues and profits thereof for the continuent of the	at the election of the legal holder thereof and without become at once due and payable, at the place of paymer or interest in accordance with the terms thereof or in contained in this Trust Deed (in which event election parties thereto severally waive presentment for paymer NOW THEREFORE to secure the navment of	nolder of the otte may, frontice, the writing law ret taforesaid in this default sase default shall becaure and may be made then your and may be made then your and the said principal sum of the	m time to time, in writing appoint, maining unpaid thereon, together w shall occur in the payment, when di continue for three days in the perifter the expiration of said three diest and notice of protest.  Appear and interest in accordance.	which note further provides that ith accrued interest thereon, shall ie, of any installment of principal formance of any other agreement ays, without notice), and that all
which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER with all improvements, tenements, casements, and appurtenances therete belonging, and of traits issues and profits thereof for the foreign of the foreign are declared and agreed all finances, and appurtenances therete and profits are clearly primaria and to a part with said real estate and not secondarily), and all finances, apparatus, equipment or articles now or hereafter therein or increase using the said real estate and not secondarily). And all finances, apparatus, equipment or articles now or hereafter therein or increase using the said real estate and not secondarily). And all finances, apparatus, equipment or articles now or hereafter therein or increase using the said real estate and one secondarily). And all finances are considered and agreed to be a part of the mortgaged premises whether physically stated thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by a traggers or their successful and agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by a traggers or their successful and agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by a traggers or their successful and agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by a traggers or their successful and benefits under and by virtue of the Homesteed Exemption Laws of the State or Unions, which said tratts herein set forth, free from all rights and benefits under and by virtue of the Homesteed Exemption Laws of the State or Unions, which said benefits and benefits and benefits and benefits and benefits are made a part hereof the same as though they were bere set out in full and hall to "Institute of the State of Un	limitations of the above mentioned note and of this Mortgagors to be performed, and also in considerat Mortgagors by these presents CONVEY and WARR, and all of their estate, right, title and interest therein	Trust Deed, and the perfect on of the sum of Cre D NT unto the Trustee, as situate, lying and being NTY OF — Cook	of nance of the covenants and agree ollar in hand paid, the receipt we have successors and assigns, the nather than the hand successors and assigns, the nather hand successors and assigns, the nather hand successors and assigns, the nather hand successors and assigns the nather hand successors and assigns the nather hand successors are not as a successor and assigns the nather hand successor and assigns the n	ements herein contained, by the hereof is hereby acknowledged, following described Real Estate,
which, with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, easements, and appurenances thereto belonging, and all table, issues and profits thereof for the property of the foregoing are aleate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or 'icreon used to supply heat, said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or 'icreon used to supply heat, say, water, light, power, refrigeration and air conditioning (whithout refrigeration) and air conditioning the property of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is supply the property of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is supply the property of	The South sixty-two (62) feet of T	ot Bortz nine (110	) in George L. Backers st courter of Section an, in Look County, Il	Subdivision 28, Township 37 linois
TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and at rants, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are obe or principle and on a parity with so long and during all such times as Mortgagors may be entitled thereto, the rents, issues and profits are ober a parity with a saw, water, light, power, refrigeration and air conditioning (whether single units or centrally centrally centrally centrally and were laters. All of the foregoing, screens, window shades, awaings, storm doors and windows, floor coverings, inador beds a use and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafterings, inador beds and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and water heaters. All of the foregoing are declared and agreed to be a part of the mortgagor premises whether physically attached therefor or not, and it is agreed that all buildings and additions and water barries whether physically attached therefor or not, and it is agreed that a part of the mortgagor therefore the same and upon the uses and trusts herein set forth, including the part of the same and a part has a part of the mortgagor and additional part of the mortgagor and additional part of the same and upon the uses and purpose and assigns, forever, for the part of the same part of the part of the same part of the part of the same part of the	which with the property haveing flay described is referred	rred to beroin as the "orest	mirae "	1000
said rights and benefits Mortgagors do hereby expressly release and waive.  This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and but of middle on Mortgagors, their heirs, successors and assigns.  Mortgagors, their heirs, successors, and successors, and year first above written.  (Seal)  Little Lavia Jones (Seal)  Little Lavi	TOGETHER with all improvements, tenements, so long and during all such times as Mortgagors may said real estate and not secondarily), and all fixtures, gas, water, light, power, refrigeration and air conditistricting the foregoing), screens, window shades, awni of the foregoing are declared and agreed to be a part all buildings and additions and all similar or other agressors or assigns shall be part of the mortgaged arem	easements, and appurtena be entitled thereto (which apparatus, equipment or : oning (whether single unit ags, storm doors and wind of the mortgaged premises paratus, equipment or arti- isrs.	nces thereto belonging, and all rimerents, issues and profits are blee greatfeles now or hereafter therein of some controlled, and the cows, floor coverings, inador beds whether physically attached these less hereafter placed in the premises.	primarily and on a parity with or 'acroon used to supply heat, or action, including (without resources and water heaters. All to or not, and it is agreed that its by a vrtgagors or their suc-
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  State of Illinois, County of of Illinois	said rights and benefits Mortgagors do hereby express. This Trust Deed consists of two pages. The cove are incorporated herein by reference and hereby are m Mortgagors, their heirs, successors and assigns.	ly release and waive. nants, conditions and prov ade a part hereof the same	isions appearing on page 2 (the reast though they were here set out	everse side of thir Trust Deed)
State of Illinois, Counity of C. Q. o. k.  ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VILLIA? DA ID JOW'S AND EVELYN JUME JOHES, his wife  personally known to me to be the same person. whose name 5 are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that hey sipped, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my band and official seal, this 17th day of Or April 19 78.  Commission expires 19 80. Notary Public  This instrument was prepared by  ALDIERIA DYS RUP, 400 Noin St. Labort, Til 60439  ADDRESS OF PROPERTY:  THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOTA PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO:	PRINT OR TYPE NAME(S) BELOW  PRINT OR WAIIIa	im David Jongs	<del></del>	
personally known to me to be the same person 5 whose name 5 are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the 37 signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  Given under my bend, and official seal, this 17th day of Or April 1980.  Commission expires 1980.  ALDERIA: DYS RUP, 400 Noir St., Loront, Til. 60439  ADDRESS OF PROPERTY:  NAME AIDERIA: DYSTRUP PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED ONLY AND IS NOT A PART OF THIS SEND SUBSEQUENT TAX BILLS TO:	State of Illinois, County of 16.0 0 k	= ss., the State aforesaid, DO EVELYA JUME JONE		
Commission expires 1980 Service Mark The Jucker Notary Public This instrument was prepared by  ALDERGA: DYS RUP, 400 Noin St., Labort, Til. 60439  (NAME AND ADDRESS)  ADDRESS OF PROPERTY:  THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  ADDRESS 400 MATK ST., SEND SUBSEQUENT TAX BILLS TO:	CHEST CO.	rsonally known to me to ubscribed to the foregoing ged that the Gy-signed, see and voluntary act, for the	be the same person. S. whose name instrument, appeared before me this sealed and delivered the said instrument uses and purposes therein set if	s day in person, and acknowl-
MAIL TO:  (NAME AND ADDRESS)  ADDRESS OF PROPERTY:  THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  SEND SUBSEQUENT TAX BILLS TO:	Commission expires		day of April Like	nen
	(NAME AND ADDRESS)	on <b>t, Ill. 60</b> 439 - 1	ADDRESS OF PROPERTY:	24 /
Additional to the second secon	MAIL TO: ADDRESS 400 MAIN ST.,	60430 s		CATISTICAL CUMENT NUMBER

## **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 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 or own or at any time in process of erection upon said premises; (6) comply with a requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with a 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 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note service charges, and other charges against the premise when due, and 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 to lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of regularing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under instort policies payable, in rase of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard gage clause to be alla hed to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, case of insurance, show to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of insurance, you to expire, shall deliver renewal policies not less man ten days prior to the respective dates of expiration.

  4. In case of defe it 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 lien or other prior lien or it the purposes herein authorized from any tax sale or to citit e affecting said premises or contest any tax or assessment. All moneys paid for moneys advanced by Trustee or the and all expenses paid o, in any discontinuous and the lien hereof, prior and any tax sale or the note to prote it it mortgaged premises and the lien hereof, prior reasonable compensation to Trustee for each matter concerning holders of the note to prote it it mortgaged premises and the lien hereof, prior and the prior and the protection of the policy of the protection of the part of Mortgagors.
- 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement rest hate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any ax, 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 pinpla 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
  - 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. In forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a y suit of forcelose the lien hereof, there shall be allowed and included as additional indebtedness fress, programmer of 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. Trustees fees, appraiser's fees, outlays for "berneintry and expert evidence, stenographers' charges, publication and costs (which may be greater to the structure of the decree) of programmer expenses, publication cost and costs. The process of the structure of the programmer of the structure of the programmer expenses of the structure of the programmer of the programm
  - 8. The proceeds of any foreclosure sale of the premises shall be distrib. In applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpasse; ourth, 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 Co rt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without router, 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 occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver sale have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of visit and all deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times are Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be cassary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said perio. 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) TI indevice hess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or becone supplied such application is made prior to foreclosure saic. (2) the deficiency in case of a sale and or iciency.
  - 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sub ac 1) 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 reasonable times and ecess 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 chigated 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 omissions hereunder, except in ease of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
  - 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 evic nee t at all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver a release hereof to and at the requisit of any detections who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that the requisition of a success of the presentation trustee may accept as true entities the major accept as true without inquiry. Where a release is requested of a success of the such successor trustee may accept as the gennine note herein described any note which bears a certificate of identification purporting to the 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 a continued of the principal note herein 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. No Tracy Welker, Du Pare County, 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 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 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.

identified herewith under Identification No. .

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.

END OF RECORDED DOCUMENT