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TRUST DEED (Ullinois) Outside Springer Strike Stri	GEORGE E. COLE® FORM No. 206 LEGAL FORMS September, 1975					
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of Illimote, Monty of Cook ss., I, the undersigned, a Notary Public in and for said County, Angelo J. Marotto in the State aforesaid, DO HEREBY CERTIFY that and Frances M. Marotto, his wife 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 he 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. In under my hand and official seal, this 25th mission expires 19/1 April 19-78 Instrument was prepared by reen L. McElroy - Bank of Commerce 10 St. Charles Rd. Berkeley. Illinois (NAME AND ADDRESS) ADDRESS OF PROPERTY: 4912 Cypress HI Islied, Illinois THE ABOYE ADDRESS IS FOR STATISTICAL TRUST DEED TAND IS NOT A PART OF THIS TRUST DEED TAND IS NOT A PART OF THIS TRUST DEED TAND IS NOT A PART OF THIS SEND SUBSEQUENT TAX BILLS TO:	TOGETHER with all improvements, tenemen ong and during all such times as Mortgagors mireal estate and not secondarily), and all fixtun water, light, power, refrigeration and air concicting the foregoing), screens, window shades, as the foregoing are declared and agreed to be a papuildings and additions and all similar or other ors or assigns shall be part of the mortgaged pr TO HAVE AND TO HOLD the premises untrusts herein set forth, free from all rights and rights and benefits Mortgagors do hereby experiments. This Trust Deed consists of two pages. The cincorporated herein by reference and hereby are tagagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the	ts, easements, and appurtena ay be entitled thereto (which res, apparatus, equipment or ; titioning (whether single unit vinings, storm doors and wind apparatus, equipment or artic apparatus, equipment or artic to the said Trustee, its or his s, benefits under and by virtue ressly release and waive. ovenants, conditions and prov rande a part hereof the same et day and year first above we	nees thereto bel rents, issues an articles now or is or centrally c lows, floor cove whether physic cles hereafter p successors and a of the Homest visions appearin, e as though they ritten.	ssigns, forever, for the pure and Exemption Laws of the gon page 2 (the reverse were here set out in full Trancla M. M.	pos' d upon the use State of Illinois, which side of this Trust Decand shall be binding of	ses ch
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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 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.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under it 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 standar gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note 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 defa therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of Mortgagors of a y form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinhefore required of Mortgagors of a y form and manner deemed expedient, and may, but need not, make full for partial payments of principal or interest on prior encumbrances i and and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or for, ture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or in "red in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to procet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorize a yay be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee for each matter be considered as a waiver o. ar., r. the accruing to them on account of any default hereunder on the part of Mortgagors.

 5. The Trustee or the holers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statesnet or a matter procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity r. un tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each title of the print pal ste, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal not or in this Trust Deed to the contrary, become due and payable when default shall oc

- 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 foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. I am six to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses and to receive the right of Trustee or holders of the note for attorneys' fees, Trustees' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, 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 at vanances with expect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence it bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. In addition, It expenditures and expenses of the nature in his paragraph mentioned shall because the title or the value of the premises. In addition, It expenditures and expenses of the nature in his paragraph mentioned shall becausing the probate and the probate and bankrupty proceedings, to which either of them shall be a vity, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commenced; or (c) preparations for the commenced or (c) preparations for the comm
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to forcelose this Trust Deed, th: 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then vale 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. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of so's and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when he originary, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may or ecessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of so desired. 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 of the protections of this Trust Deed, or any tax, special assessment or other lien which may be or become ur, ior to the lien hereof or of such decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become ur, ior 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 me seficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject o any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by Migated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to any other or omissions hereunder, except in case 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.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument 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 requision of any person who shall either before or after maturity thereof, produce and exhibit to trustee the principal note, representing that all in a cleaness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success or trustee may accept as true without inquiry. Where a release is requested of a success or trustee may accept as true without inquiry. Where a release is requested of a success or trustee and exhibit to the principal note, representing the late of the principal note and which purports to be executed a certificate or only instrumed partitifying smakes the executed a certificate or only instrument in partitifying smakes the executed a certificate or only instrument in writing filled in the office of the Recorder or Register of Titles in which this instrument in writing filled in the office of the Recorder or Register of Titles in which this instrument in writing filled in the office of the Recorder or Register of Titles in which this instrument in writing filled in the office of the Recorder or Register of Titles in which the second of the principal trustee and the principal trustee and the partition of the principal trustee and the partition of the principal trustee and the partiti
- 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 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.

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.

dentified herewith under Identification No	<u>X</u>	
Trustee		

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END OF RECORDED DOCUMENTS