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GEORGE E. COLE® FORM No. 206 LEGAL FORMS Scottember, 1975	244465 76	5/8
TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	RECURS MAY 15, PM 1 38	31.3
THIS INDENTURE, m de March 7	11.17-13 6 The Above Space Eq. Resorder's Use Only REC	10.00
American Firance Corporate	ion Whereas Mortgagors are justly indebted to the legal holder of a principal promissor	<u>. 1844.</u>
nd delivered, in and by which note Mor ga ors pr	n, executed by Mortgagors, made payable to Bearer	
Three thousand and 00/ 00	Dollars, and interest from March 7, 1978	interest
o be payable in installments as follows: One 1	n ndred thirteen and 33/100 75 and One hundred thirteen and 33/100	Dollars Dollars
on the 7th day of each and every month ther	reafter until said note is fully paid, except that the final payment of principal and interest	t. if not
y said note to be applied first to accrued and unp of said installments constituting principal, to the	Mar n 19 81; all such payments on account of the indebtedness evald in crest on the unpaid principal balance and the remainder to principal; the portion extent not paid when due, to bear interest after the date for payment thereof, at the test being may a payle at 6815 W. North Avenue Oak Park, Ill.	of each rate of
or at such other place as the legal t the election of the legal holder thereof and withou eccome at once due and payable, at the place of paym or interest in accordance with the terms thereof or in	al holder of bear may, from time to time, in writing appoint, which note further provided to the princip. It was the princip to the princip. It was the princip to the	on, shall orincipal reement
normalined in this Trust Deed (in which event election arties thereto severally waive presentment for pays. NOW THEREFORE, to secure the payment of	on may be made at any time after the expiration of said three days, without notice), and ment, notice of dishor or, provest, and notice of protest. If the said principal sum of money and interest in accordance with the terms, provision	inat ali ons and
mitations of the above mentioned note and of thi	is Trust Deed, and the pe formance of the covenants and agreements herein contained, ation of the sum of One 'Dollar in hand paid, the receipt whereof is hereby acknow RANT unto the Trustee, its or 'as accessors and assigns, the following described Real in stituate lying and being in her	by the ledged, Estate,
	요. 그리는 그는 그는 그는 그리고 있는 것이 없는 것이 되면 하면 말하는 것이 그리고 있다.	
	uss E. P. Korssell's Resub iv sion of E.P. Griswold's Subdivision of the West 1/2 c. Section 29, Township	
38 North, Range 14, East of the conveyed) in Cook County, Illin	Third Principal Meridian (exc.p+ certain tracts	\geq
Conveyed in Cook Country, IIIIn		int.
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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.
- 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 car, of lefault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of M n, ogr is 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 title or claim thereof, or redeem from any tax sale or refetture affecting said premises or contest any tax to assessment. All moneys paid for any of the purposes herein authorized and all expenses r aid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note prior text 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 payable without notic and the interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waive of ny right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the note, s of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state men or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the v. "it v." any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each ite a 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, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall not interest, or in the principal or interest, or in case deforms and continue for three days in the performance of any other agreement of the Mortgagors, become due and payable when default shall occur in payment of principal or interest, or in case deforms shall occur and continue for three days in the performance of any other agreement of the Mortgagors.
- 7. When the indebtedness hereby secured seal "ecome due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note or Trustee shall, "ecome due whether by the terms of the note described on page one or by acceleration of the otherwise, holders of the note or Trustee shall, "ecome right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses of the note of the trustee or holders of the note for altorneys' fees, Trustee's fees, appraiser's fees, outlays or de umentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended; fer entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar 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 ride ere 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. In addition, a expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and in "ely due and apayable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the not in corn sclion with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them had become an admitted proceeding which either of them had become an admitted proceeding which either of them had become an admitted proceeding to the holders of the note in corn sclion with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them had become 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 of the premises shall be distrouted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including a 1 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte. So "ditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining un aid; fourth, 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 Det 3, th. Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, vii ou notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then also 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. So, a receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in cas, of a ale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time so ten 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 necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whe may be count 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 inde tedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup rior 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 deher ney.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision 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 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 purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust c. to obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable, or any acts 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 to quire 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 evident 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 leques of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that it linds tedeness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a sulcess such successor trustee may accept as the genuine 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 valieby uports to be executed by the persons herein deslignated as the makers thereof; and where the release is requested of the original trustee and "as never executed a certificate on any instrument identifying same as the principal note 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 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.

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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