## UNOFFICIAL COPY

TRUST DEED	24526671	
(filimote)	172 LL 10 91 12 33	
For use with Note Form 1448 (Monthly payments including interes		
HIS INDENTURE, made MAY	28 19 78 . between LOUIS ALTMAN AND ELEANOR H. ALTM	(AN
HIS WIFE)	herein referred to as "Mortgagors", and	,
rein referred to as "Trustee". w	ROGERIH-: ECKHARY ritnesseth: That, Whereas Mortgagors are justly indebted to the legal l	holder 1).
a principal pre ni sory note, terr	med "Installment Note", of even date herewith, executed by Mortgagors,	made
HOUSAND FOUR HUNDRED THIR	r and by which note Mortgagors promise to pay the principal sum of FORTY ONE & 60/100 Dollars. (\$4,431.50)	<b>JUK</b>
		such
ollars on the 7th day of Man	payable in installments as follows: TWENTY FOUR & 62/100 (\$24.62)  19 78, and TWENTY FOUR & 62/100 (\$24.62)  Dollary month thereafter until said note is fully paid, except that the final paym	ars on
e 746 day of each and ever	month thereafter until said note is fully paid, except that the final paym	ent of
incipal and interest, if not won en- vinents on account of the ince!	r paid, shall be due on the 7th day of Appri . 19 93 : all ledness evidenced by said Note to be applied first to accrued and unpaid	l such inter-
on the unpaid principal balance	a) I the remainder to principal; the portion of each of said installments of	onsti-
	aid when due, to bear interest after the date for payment thereof, at the	
er place as the legal holder of the	dote may, from time to time, in writing appoint, which note further product the render that and without notice, the principal sum remaining unpaid the	ovides
gether with accrued interest mer	con. I all be ome at once due and payable, at the place of payment afor	esaid,
	exment, when due, of any installment of principal or interest in accordance shall occur and eminue for three days in the performance of any other a	
nt contained in said Trust Deed	! (in which event election may be made at any time after the expiration of at all parties, hereto severally waive presentment for payment, notice of	f Sajet 1
or, protest and notice of protest		
		[[O_
NOW THEREFORE, to secure the jons and limitations of the above men	payment of the said principal sure of money and interest in accordance with the ter- tioned note and of this lime. Need and the performance of the covenants and are performed, and also on constitution of the sum of One Dollar in hand paid, the lives by these presents CONVLY and WARRANT unto the Trustee, its or his successor	pro-
ein contained, by the Mortgagors to be reof is hereby acknowledged. Mortgag	se performed, and also in constitution of the sum of One Dollar in hand paid, the cors by these presents CONVEY and WARRANT unto the Trustee, its or his successor	eccipt rapid
Rus' the torrowing destricted real Extra	ie, and all of their estate, right, time mierest merein, situate, lying and being t	in the
LLAGE OF . COUNTY OF RTHBROOK	COOK AND STATE OF II LINOIS, to wit:	
	nt Creek Condominium Associate; No. 3 as delineated on S	Survey
it Number 3124 in Pheasan	llowing described parcel of tall estate (hereinafter ref	erred
it Number 3124 in Pheasan part of parts of the fol as "Parcel") Lots "A" an	lowing described parcel of Let estate (hereinafter ref	erred
it Number 3124 in Pheasan part of parts of the fol as "Parcel") Lots "A" an id Lot "A") in White Plai	llowing described parcel of tall estate (hereinafter ref	erred 7
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L Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuil any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) usep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for Sen not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a Sen or charge on the premises superior to the See hereof, and upon request exhibit satusfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5 complete withm a reasonable time any buildings 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 shera thous in said premises except as required by law or homispal ordinance or as previously consented to in writing by the Trustee or

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sever service charges, and other charges against the premises when the and shall, upon written request, furnish to Trustee or to holders of this note the original or duplicate receipts therefor. To prevent default beremder Mortgagors shall pay in full under

3. Mortga of the filter pullbrings 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 smificient either to pay the cost of repla 13 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 evide iced by the standard mortgage clause to be attracted to each policy, and shall deliver all policies, including additional and renewal pol ice, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less that ten days prior to the renewal policies mort less that

4. In case of default 'cre'i, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortt a wr in any form and manner decemed expedient, and may, but need not, make full or partial payments of
principal or interest on prior e on brances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or
title or claim thereof, or redeen 'om any tax sale or inferience affecting said premises or contest any tax or assessment. All moneys
paid for any of the purposes here's a contest and all expenses paid or increed in connection therewith, inclusing reasonable attorneys
fees, and any other moneys advance d by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof
plus reasonable compensation to Trust e by each matter concerning which action herein authorized may be taken, shall be so much
additional indebtedness secured hereb's a d shall become immediately due and payable without notice and with interest 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 actruing to them on account of any default | mender on the part of Mortgagors.

5. The Trustee or the holders of the note is thy secured making any payment hereby authorized relating to taxes or assessments, not so according to any bill, statement or estimate procurred from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid by any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebted eas herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal 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 inte est, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein cont ined.

7. When the indebtedness hereby accured shall become one whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall be right to foreclose the lien hereof and also shall have all other right provided by the laws of Illinois for the enforcement of a more. "The laws in foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the detree of the laws of the note for attorney; fees, Trustees and expenses which may be paid or incrured by or on be half of Trustee or holders of the note for attorney; fees, Trustees, and appears a fees outlays for documentary and expert evidence attorney; fees, trustees, and appears to respected after entry of the decree) of procuring all such abstracts of title, title searches and examinations, or attorney contains to expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, or attorney contains and similar data and assurdances with respect to title as Trustee or holders of the note may deem to be recombly necessaries, and similar data and assurdances with respect to title as Trustee or holders of the note may deem to be recombly necessaries, and similar data and assurdances with the search of the search of

8. The proceeds of any foreclosure sale of the premises shall be distributed and point in the following order of priority: First on account of all costs and expenses incident to the forelosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secund in the closus additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and iterial remaining unpaid; fourth, any over-plus to Mortgagots, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filling of a bill to foreclose the Trust Deed, the Court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after tale, without notice, without regard to the solvency or importency of Mortuggors at the time of applications for such receiver and without regard to the net value of the premises or whether the talms shall be then occupied as a homestcad or not and the Trustee hereunder may be a point of as such receiver. Such receiver aball have power to collect the renta, issues and profits of said premises during the pendenc of such foreclosure sunt and, it case of a sale and a deficiency, during the full statingty period for redemption, whether there be rede uption or not, as well as during profits, and all other Mortugagors, except for the intervention of such receiver, would be entitled to color such rents, issues and portation of the premise during the solution of the premise of the profits and the solution of the premise of the profits and the solution of the premise of the profits and the solution of the premise of the profits of the profits and the solution of the premise of the profits of the profits and the solution of the premise of the premise of the profits of the premise of the profits of the profi

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to my defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

II. 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 numbers.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be oblig .... to record of this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a ts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Tru tee, a d

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence it all indebtedness secured by this Trust Deed has been fully paid; and Trustee and deliver a release beyond to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee thep principal new representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without the product of a successor trustee, such successor trustee may accept as the genuine note herein described any note which because certificate of identification purporting to be executed by a prior trustee hereader 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 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 between the release to requested the religion herein contained of the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the principal note and which purports to be executed by the between the princip

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 resignation, inability or refusal to act of Trustee. Howard I. Bass shall be first Successor in Trust and in the event of its resignation, inability or refusal to act, the then Recorder of Deeds of the count 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 components for fire

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	PROTECT	TON OF	вотн ті	ie borro	WER AND		
					UST DEED		
SHOULD	BE IDEN	TIFIED E	Y THE	TRUSTEE	BEFORE		
THE TRUS	ST DEED	IS FILED	FOR RE	CORD.	_		

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

Trustee

24526071

