UNOFFICIAL COPY

	- 14	4-24-4-1	16FT 1/1 454 (1551 1851 1857 18	enoria de la composición dela composición de la composición de la composición dela composición de la composición de la composición dela composición dela composición de la com		<u>Scoolsan</u>	radio de como	Sas e biole	A. F.	januaria de la companya de la compa	ants stocking seed	arathrasa I	
			GE E. COLE® AL FORMS	FORM No September,				24 5	61	422		מ מיים		
		مسنس	TRUST O	EED (Illinois)	= 1 d = 1	JONES LLUNOIS	s		- •	TLJ	Kikeli	en R.C.G.A FOF DEEDS	cen	
		(A	For use with Monthly paymer	h Note Form 1448 its including inter	est)	: FOF RECORD 9 oo AM '78						0	2	
					AUG I	3 to 14 to		The Above	Space I	For Recorder		30142	J	
		THIS IN	THIS INDENTURE, made July 27 19 78, between Jack R. Loan, Jr. and Lynda D. Loane his wife herein referred to as "Mortgagors," and											
34.01.3)	В	ank of C		e in Berkel		antler in dak						
	herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer												note,	
		on the related of principal remaining from time to time unpaid at the rate of 9 3/4 per cent per annum, such principal sum and interest												
- SE		to be va	vaale in inst	allments as follo	we Fot	ır Hundred	Two or	r more				n	hollare	
		on the _	lst_ (ay o	of each and ever	y month th	78 , and Four	note is full	y paid, exc	ept that	the final pay	ment of principal	and interest, i	if not	
	W	by said n	ote to be app	died first to acc	rued and united the	f August npaid interest on the extent not paid on ints being made pay	e unpaid p when due.	rincipal ba	lance an	nd the remain	nder to principal; for payment the	the portion of reof, at the ra	each	
	last	at the electrone at the come at or interest contained	ction of the le t once due and t in accordance in this Trust	at such other what gal holder dierest payable, it the property with the terms Deed (in which holds are the property with the terms of the property with the terms of the property with the prope	ce as the le f and with ace of pay thereof or ant elect	gal holder of the no out notice, the princ ment aforesaid, in c in case default shal ion may be made at yment, notice of di	ote may, fro cipal sum re ase default Il occur and t any time	om time to emaining un shall occur I continue to after the ex	time, in npaid the in the p for three xpiration	writing apportunity with the control of the control	oint, which note f er with accrued in a due, of any inst performance of a	urther provided terest thereon, allment of prin any other agree	, shall ncipal ement	
	new	limitation Mortgago Mortgago and all of	s of the abovers to be perfers by these professed in their estate,	re mentioned no ormed, and also resents CONVE	te nd (f) in co.si Y and V interest th	of the said princip: It is Trust Deed, an eration of the sum RRANT unto the Trein, situate, lying COU'. IY OF	id the perfo of One I Frustee, its	ormance of Oollar in h or his suc	f the co	venants and d, the receip and assigns,	agreements herei	n contained, by by acknowled cribed Real E	y the dged, state,	
	1000	40 39	acres o	f the So	uth We	keley Mano st fraction of the Thi	nal qu	arter	of S	Section	7. Towns:	hip	24 St	
	9					4/	2×.							
	77	which, wi	th the proper	ty hereinafter d	escribed, is	referred to herein	as the "pr	emises,"					73	
	ğ	so long ar	id during all	such times as M	ortgagors n	nts, easements, and nay be entitled ther ares, apparatus, equ	eto (which	ents, i su	es and p	profits are ple	edged primarily as	nd on a parity	with	
	3	stricting	the foregoing)	, screens, windo	w shades, and to be a p	iditioning (whether twnings, storm door part of the mortgage or apparatus, equipm	rs and wing	lows, Jon	overing	ngs, inador by attached the	peds, stoves and hereto or not, an	water heaters.	All	
	3	cessors or TO H	assigns shall IAVE AND	be part of the n FO HOLD the	nortgaged p premises un	remises. Ito the said Trustee Id benefits under an	, its or his	successors	a.id ar.i	gns, forever,	for the purposes,	and upon the	uses	
	programme of the second	said rights This are incorp Mortgagor	and benefits Frust Deed corated herein s, their heirs,	Mortgagors do onsists of two p by reference an successors and	hereby expages. The of the leading and the leading are assigns.	pressly release and covenants, condition e made a part here ne day and year fir	waive. ns and pro of the sam	visions app e as thougi	earing o	on 1 2g 2 (t)	he reverse side o	f this Trust D	Deed)	
	2	With	PLEAS		Vac k	R. Loan	e //.	(Se	al)	Lynda	D. Lo	are o	Seal)	
			PRINT TYPE NAI BELOV SIGNATUI	ME(S) W	Jack	R. Loane,	Ør.		·:	Ĺvnda D). Leare			
				_				(Se:	al)				Seal)	
		State of Illi	nois, County	ofCOOK		in the State afor	esaid, DO	HEREBY	CERT	IFY that J	otary Public n a ack R. 10	d for said Cou ane, Jr.		
and Lynda D. Loane, his wife personally known to me to be the same person. Swhose name Subscribed to the foregoing instrument, appeared before me this diged that the Signed, sealed and delivered the said instrument, appeared before me this diged that the Signed, sealed and delivered the said instrument ree and voluntary act, for the uses and purposes therein set foot waiver of the right of homestead.											name S at a construction of the construction o	e in ackno ile fr glise relesse.		
	-	Commission	expires	and official seal,	this 28	27th 1928	<u>. (</u>	_ day	Jul XXII	y A	16 2.	Notab Pu	3 blic	
			ment was p To Stein		Bank o	f Commerce						COOK		
	•	5500 S		HENR BREW					3 Art	hur	16.52%			
2.50			NAME	Bank of	Commer	ce]		celey VE ADD		R STATISTICAL A PART OF THIS	OCUM		
A COLUMN	-	MAIL TO:	ADDRESS	5500 S	t. Cha	rles Road				T TAX BILLS		ENT	•	
200			CITY AND	Berkele	, I11	ZIP CODE 60	0163	Jac	k R.	Loane,	, <u>Jr.</u>	DOCUMENT NUMBER		
	al and a second	OR	RECORDER	'S OFFICE BO	NO	5				Same (Address)		Ę		
	er besouth											and would be the	195	

UNOFFICIAL COPY

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild asybuildings 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 is and 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 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 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 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 forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized a dall expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the biders of the note to protect 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 ayable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be activated as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 6. Me a si s 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, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding a yeb as 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 after a, 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 in lotedness 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, there shall have all other rights provided by the laws of Illinois for the enforcem at c a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree fo sale a? Lepeditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fee. aprentiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to lems to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens cert' can's, and similar data and assurances with expect to title as Trustee or holders of the note may deem to be reasonably necessary either to precedue uch suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of i expensies. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness. Secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee ar h iders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to whi a either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; o. (r. p. parations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 9. Upon or at any time after the filing of a complaint to fo eclo e this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either "of "or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without, recard 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 a por into das such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure is a transfer as of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during an "further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and a ir mer powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premise due ing 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 ir is part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien is here have been become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in as, of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any proving on her lof 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 vereby a cured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at al', c. sonable 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 premise, 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 omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employee 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 before any expension who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, reproducing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is r quested to fa successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of ide tificat in 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 original as never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as "ce sentine principal note herein described any note which may be presented and which conforms in substance with the description herein cortain do fit he principal note and which purports to be executed by the persons berein 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. 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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. 900638

Bank of Commerce in Berkeley
Trustee

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