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	E E. COLE® L FORMS	FORM No. : May, 196						مبلتناث كالمته		
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THIS IN	D." fure, m	ade <u>Augus</u> Riv	st 25th. Vera, his wi	19 <u>78</u> ,	betweenW	ilfred	C. Rivera	a & Maria	E.	
	70		Wm. C.	Bender Jr.,			herein			,
herein ref termed "I	ferred to s "I installment No	rustee," witness e," of even da	seth: That, Where ate herewith, exec	as Mortgagors a uted by Mortgago	re justly inde ors, made pa	bted to the yable to I	e legal holder Bearer	of a principal	promissory no	ote,
and delive	ered, in and by	which note Mo	ortgagors promise	to pay the princip	oal sum of					
on the ba	Seven tho	nal remuning f	/100 ·	unnaid at the rat	te of $9^{\frac{1}{2}}$	ollars, and	interest from	Aug. 25	, 1978	
to be pay	able in install	ments as collow	ws: One	hundred for	ty seven	& no/1	<u>00</u>		Dolla	ars
on the	1st. day of	each and every	menth thereafter	until said note is	fully paid, ex	cept that th	e final payment	of principal ar	nd interest, if n	ot S
sooner pa by said no	id, shall be due ote to be appli	on the	to do of <u>Ser</u> led and unpaid into pal, to the tent	erest on the unp	19 <u>83</u> ; all s aid principal b	such payme alance and	ents on account the remainder t	of the indebt o principal; the	edness evidence portion of ea	ed ්
10_	per cent per ar	num, and all su	ich payn ints b ing	g made payable at	Bender F	gros.,	+305 W. Fu	<u>llerton, C</u>	hgo. Ill	<b>-</b> :
at the elec	or at	such other place I holder thereof	e as the regal holder f and withour rous	r of the note may	, from time to m remaining t	time, in v	riting appoint, eon, together wi	which note furt th accrued inter	her provides the	at all
become at	once due and p	avable, at the pla	ace of paymer t afor thereof or in case . event election may	resaid, in case def	ault shall occu	ir in the pa	ment, when due	. of any install:	ment of princin	nal 😅
parties the	reto severally	waive presentme	ent for payment, I	otic : c. dishonor	, protest and r	iotice ot pr id interest	otest. in accordance	with the terms	provisions ar	nd i
limitations Mortgagor	of the above s to be perfor	mentioned note	and of this Trus in consideration of and WARRANT nterest therein, situ	t Dee , and the	performance on ne Dollar in	of the cove	nants and agree the receipt wh	ments herein c	ontained, by the contained of the contai	he d,
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## 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 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.
- 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 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, but ng and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or er tiring 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 cases 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 improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies to holders of the note, and in case of improved the policy and policies holders of the note, and in the policies holders of the note, and in the policies have the policy and policies have the policy and policies to holders of the note, and in the policies have the policy and policies have the p
- 4. In as of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required or. A lig gors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior neuro trainers, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any (a) is for feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the nate of rotteet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein pather and the lien hereof, plus reasonable compensation to Trustee or the payable without notice as with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the notes as 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 wait or can yright accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bit, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay e. ch. ite. 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 anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note. The mortgagors is the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

  7. When the indebtedness hereby seculed and less thanks the indebtedness hereby seculed and less thanks the indebtedness hereby seculed and less thanks the indebtedness 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 and it is a sense which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outly so or documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended at our try of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data 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 1 evider to bidders at my 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 extended and such abstracts of title, and the premises of the note may deem to probate and part of the premises of the note of the premise of the note o
- 8. The proceeds of any foreclosure sale of the premises shall be dis, ib' ...' and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including a' suc' litems as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedn ss iditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining in aid fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

  9. Upon or at any time after the filing of a complaint to foreclose this Tr... Deed, the fourt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not can without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then ralue 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 shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in call of said and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time which will be sufficiently during the full statutory of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which is a be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said premises could be countried in 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 in abtendess secured hereby, or by any decrete foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereoff or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subje 4 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  $\sim$  mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be objected to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable be a rest or omissions hereunder, except in case of his own gross negligence or missonduct or that of the agents or employees of Trustee, and here any 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 et. de. 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 request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that "lie" bedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a succe so ritustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purport by a 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 trustee and he has never executed any note which may be presented and which conforms in substance with the describtion herein contained of the 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, Chicago Title & Trust Co.
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 rtgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of 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.

The Installment Note mentioned in the within Trust Deed has been

1634 identified herewith under Identification No.