UNOFFICIAL COPY

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TRUST DEED (Illinois) For use with Note Form 1449 (Interest in addition to monthly	1978 652 012:::PM: COPE COT TO	\$ 12 5 695 1031-5135	ATT LATER OF	المستناكة وتجليمون الأنجوا	Sib W		
(Interest in addition to monthly principal payments)	•			£2	• .		
IS INDENTIFIE made August	24. SEP-12-78 1	The Above Space Follows	Recorder's Use Only	TEC	10.00	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
Grace A. Strick	land, His Wife			ed to as "Morta	agors,"		
ein referred to as "Trustee," witnesseth:	ate Bank, a Banking				 ,	<u> </u>	
THAT, WHEREAS the Mortgagors a principal sum of Four 1 lousand	Six Hundred One and	40/100		n	oed, in ollars,		
lenced by one certain I istal ment Note	of the Mortgagors of even da	te herewith, made paya	ble to Midlothian State	Bank and deli	vered,	\$ \$	
and by which said Note the Yort agors plars, on the 25th 12 Y r Seplars, on the 25th day of (a.h. nor	tember, 19 78 , and 5	Seventy Six & 69	1/100		avment		
he balance due on the25th	of <u>August</u> , 19 <u>83</u>	,, with interest on the p	rincipal balance from ti	ime to time un	paid at		
rate of 12.50 per cent per ann ne amount due on principal; each of said a	nst illments of principal bearing	dates when installments g interest after maturity a	of principal fall due and the rate of12.50pc	d shall be in a er cent per annı	ddition im, and		
of soid principal and interest being made	re dest Midiothian 9	State Rank, 3737	' W. 147+h S+ /	Midlothian	ies that	§	
or at such other place as decelection of the legal holder thereof and we at once due and payable, at the place of terest in accordance with the terms thereo					n, shall rincipal eement	(3) (4)	
ained in this Trust Deed (in which event e	election may be made at any ting payment, notice of dishonor,	me after the expiration of protest and notice of pro	f said three days, withou otest.	it notice), and	that all		
NOW, THEREFORE, the Mortgagors to s, provisions and limitations of this trust erformed, and also in consideration of th IVEY and WARRANT unto the Trustee,	secure the pay lent of the sa deed, and the performance of	aid principal sum of mo f the covenants and agre	ney and said interest in	by the Mortga	ith the gors to	*	
eriormed, and also in consideration of the IVEY and WARRANT unto the Trustee, and interest therein, situate. Iving and b	its or his succes	gns, the following descri	bed Real Estate and all	of their estate	, right,		
and interest therein, situate, lying and b	_, cookir or	k	AND STATE O		to wit:	10년	
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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 crection 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, 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 mortage 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 i s. tance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of is, rance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 1 or, es 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 encumit nees, if any, and purchase, discharge, compromise or settle any tale on other prior lien or title or claim thereof, or redeem from any It is all or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all experts 1 paid or incurred in connection therewith, including reasonable attorneys? fees, and any other moneys advanced by Trustee or the holders of the not to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action. or to whortzed may be taken, shall be so much additional indebtoness secured hereby and shall become immediately due and payable without n tice 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 wa' er of any right 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 according to any bit, s. the near or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy
- 6. Mortgagors shall pay ac' liten 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 trie pal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in an default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in the detault shall occur and continue for three days in the performance of any other agreement of the most of the most of Trust so as a way have the right to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortga so debt. In any suit to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures means agreement of the most o
- 8. The proceeds of any foreclosure sale of the premises shall be usta buted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, incl. Jing a such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest recently interest thereon as herein provided; there is provided; there is the principal and interest recently interest thereon as herein provided; there is the principal and interest recently interest there is a sign 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 1 is 7 it Deed, the Court in which such complaint is filed may appear.

 9. Upon or at any time after the filing of a complaint to foreclose 1 is 7 it Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or atter ale without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as 4. creiver, Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit a 1, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furler mes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other 1 ow 15 which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during 1 lev and 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 or in part of the profits of the profits of the profits of the profits of such deficiency in case of a account deficiency.

 10. No action for the enforcement of the lien of this Trust Deed or of any provision becomes the subject to a part of the subject to a profit of the court from the income in the lien of this Trust Deed or of any provision becomes the subject to a part of the subject to a such deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereo shall 'e 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 se ured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasor .b's 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, it is it is to be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor or bable for any acts or omissions hereunder, except in case of his own gross negligence or missconduct 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 lieu thereof by proper instrument upon presentation of a disfr... vry evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to at d at the request of any person who shall either before or after mentity theref, practice the third to trustee the periodial note, repre en ing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of successor trustees, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purp ting 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 origin all ruter and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as time or principal note herein described any note which may be presented and which conforms in substance with the description herein contained at it, 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 should 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 standard in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, power in authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed here and all the successor shall be entitled to reasonable compensation for all acts performed here.
- 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

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.

identified herewith under Identification No.
Trustee

END OF RECORDED DOCUMENT





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