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TRUST DEED FILES FOR RECORD

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Trust Deed Form 17)

STATE OF ILLINOIS

COUNTY

24 662 254

THIS INDENTURE, made September 25, , between John A. Buck and Carolyn B. Buck, his wife - herein referred to as "Mortgagors," and ALBANY BANK & TRUST COMPANY N.A. a National Banking Association doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of THREE HUNDRED THOUSAND AND NO/100ths---- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from the ly from date-----on the balance of principal remaining from time to time unpaid at the rate of for Jrly from date-----on the balance of principal remaining from time to time unpaid at the rate of the state of the stat Dollars on the day of December 1978 and TWO THOUSAND FIVE HUNDRED NINETY-TWO AND 04/100ths-in said City,

NOW, THEREFORE, the Mortgagors of some the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deci, do the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of the bollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor sand as agms, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the to wit: COUNTY OF THE NORTHERLY 150 feet of lot , the Southerly line of which tract is 150 feet So therly of and parallel with the Northerly line of Lot 3, in (wner's Homestead Subdivision of Sections 16 and 2. Township 42 North, Range 13 East of the Third Principa' Meridian in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "pren. ..." reto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are ...'c) ed primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or there on .set to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventition, including, we hout restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and wate. her ers. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparances are impent or sarticles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises under the said Trustee, its successors and assigns, forever, for the ... poses, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of 'ht S. ste of Illinois, which said rights and hearefits the Mortgagors of a berefit expressive release and waive. This trust deed consists of two pages. The covenants, conditions and provisions appealing the page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and sh. Il be pinding on the mortgagors, their heirs, successors and assigns.
WITNESS the hand......and seal......of Mortgagors the day and year first above written.

Prepared By: Roy S. Vergo, Senior Vice President
Albany Bank & Trust Co., N.A.
3400 W. Lawrence Avenue, Chicago, ILL. 6009

Charles Campagna

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John A. Buck and Carolyn B. Buck, his wife

strument, appeared before me this day in person and acknowledged that <u>they</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _

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1. Mortgagora shall (1) promptly renair, restore or rebuild any but	RRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
damaged or be destroyed; (2) keep said premises in good condition and	Idings or improvements now or hereafter on the premises which may become repair, without waste, and free from mechanic's or other liens or claims for lien beltedness which may be secured by a lien or charge on the premises superior to scharge of such prior lien to Trustee or to holders of the note; (4) complets with- cess of erection upon said premises; (5) comply with all requirements of law or ; (6) make no material alterations in said premises except as required by law or
not expressly subordinated to the lien hereof; (3) pay when due any inde the lien hereof, and upon request exhibit satisfactory evidence of the di	ebtedness which may be secured by a lien or charge on the premises superior to scharge of such prior lien to Trustee or to holders of the note; (4) complete with-
n a reasonable time any building or buildings now or at any time in pro- nunicipal ordinances with respect to the premises and the use thereof; nunicipal ordinance	cess of erection upon said premises; (5) comply with all requirements of law or; (6) make no material alterations in said premises except as required by law or
Mortgagors shall pay before any penalty attaches all general ta service charges, and other charges against the premises when due.	to make no material sheraulous in sain premises except as required by law or uses, and shall pay special taxes, special assessments, water charges, sewer and shall, upon written request, furnish to Trustee or to holders of the note shall pay in full under protest, in the manner provided by statute, any tax or harmefor strusted on seid recognise insured entire between demands of
luplicate receipts therefor. To prevent default hereunder Mortgagors seesment which Mortgagors may desire to contest.	shall pay in full under protest, in the manner provided by statute, any tax or
s. Morgagues anali keep at buildings and improvements now or ightning or windstorm under policies providing for payment by the interference the same or to new in full the indebtedness accurate hereby, all	nereaster situated on said premises insured against loss or damage by fire, urance companies of moneys sufficient either to pay the cost of replacing or re-
ayable, in case of loss or damage, to Trustee for the benefit of the holds e attached to each policy, and shall deliver all policies, including addit:	ers of the note, such rights to be evidenced by the standard mortgage clause to the note and renewal policies, to holders of the note, and in case of insurance about
o expire, shall deliver renewal policies not less than ten days pri 4. In case of default therein, Trustee or the holders of the note may	or to the respective dates of expiration. , but need not, make any payment or perform any act hereinbefore required of
lorigagurs in any form and manner deemed expedient, and may, but it rances, if any, and purchase, discharge, compromise or settle any tax refeiture affecting said premises or contest any tax or excessment. All v	seed not, make full or partial payments of principal or interest on prior encum- tien or other prior lien or title or claim thereof, or redeem from any tax sale or
curred in connection therewith, including attorneys' fees, and any ortgaged premises and the lien hereof, plus reasonable compensation	other moneys advanced by Trustee or the holders of the note to protect the to Trustee for each matter concerning which action herein authorized may be
ken, shall be so much additional indebtedness secured hereby and a sereon at the highest lawful rate per annum. Inaction of Trustee or hol	shall become immediately due and payable without notice and with interest iders of the note shall never be considered as a waiver of any right accruing to
iem on account of any default nereunder on the part of Morgag 5. The Trustee or the holders of the note hereby secured making an ording to any bill, statement or estimate procured from the appropri	ty payment hereby authorized relating to taxes or assessments, may do so ac-
stimate or into the validity of any tax, assessment, sale, forfeitur 6. Mortgagors shall pay each item of indebtedness herein mentione	and shall, upon written request, furnish to Trustee or to holders of the note shall pay in full under protest, in the manner provided by statute, any tax or hereafter situated on said premises insured against less or damage by fire, urance companies of moneys sufficient either to pay the cost of replacing or reparence of the note, such rights to be evidenced by the standard mortgage clause to companie to the respective dates of expiration. but feed not, make any payment or perform any act hereinbefore required of each or, the full or perturbation or other prior lien or title or claim thereof, or redeem from any tax sale or moneys paid for any of the purposes herein authorized and all expenses paid or other moneys advanced by Trustee or the holders of the note to protect the to Trustee for each matter concerning which action herein authorized may be shall become immediately due and payable without notice and with interest to the note shall never be considered as a waiver of any right accruing to one. y payment hereby authorized relating to taxes or assessments, may do so act public office without inquiry into the accuracy of such bill, statement ore, tax lien or title or claim thereof, doth principal and interest, when die according to the terms hereof. At the unpaid indebtedness secured by this Trust Deed shall, notwithstanding any carry by a payment of the principal and interest, when die according to the terms hereof. At the unpaid indebtedness secured by this Trust Deed shall, notwithstanding any carry and continue for three days in the performance of any other agreement of any and continue for three days in the performance of any other agreement of any and continue for three days in the performance of any other agreement of any and continue for three days in the performance of any other agreement of any and continue for three days in the performance of any other agreement of any and continue for three days in the performance of any other agreement of any and continue for three days in the performance of a
tion of the holders of the note, and without notice to Mortgagors, all ing in the note or in this Trust Deed to the contrary, become due as the note or the when default shall on the note or the when default shall on the note.	unpaid indebtedness secured by this Trust Deed shall, notwithstanding any- id payable (a) immediately in the case of default in making payment of any court and continue for three days in the performance of any other amount of
e Mortgagors herein contained. When the indebtedness hereby secured shall become due whether	er by acceleration or otherwise, holders of the note or Trustee shall have the
to foreclose the lien hereof. In any suit to foreclose the lien hereof, at all expenditures and expenses which may be paid or incurred by	, there shall be allowed and included as additional indebtedness in the decree y or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's
*, any raiser siees, outlays for documentary and expert evidence, ste.	inographers charges, publication costs and costs (which may be estimated as this tracts of title, title searches and examinations, guarantee policies, Torrens pustee or holders of the note may deem to be reasonably recessive either to
oeecu e. u h suit or to evidence to bidders at any sale which may be hemise . A. e. renditures and expenses of the nature in this paragrap	er by acceleration or otherwise, holders of the note or Trustee shall have the there shall be allowed and included as additional indebtedness in the decree or or on behalf of Trustee or holders of the note for attorneys? fees, Trustee's nographers' charges, publication costs and costs (which may be estimated as histracts of title, title searches and examinations, guarantee policies, Torrens rustee or holders of the note may deem to be reasonably necessary either to ad pursuant to such decree the true condition of the title to or the value of the himentioned shall become so much additional indebtedness secured hereby lawful rate per annum, when paid or incurred by Trustee or holders of the himentioned shall become so much additional indebtedness secured hereby hereby secured; or (b) preparations for the commencement of any and for the cuttally commenced; or (c) preparations for the defense of any threatened suit of, whether or not actually commenced.
d immedia' .iy do and payable, with interest thereon at the highest te in connection a ith (a) any proceeding, including probate and bankry	lawful rate per annum, when paid or incurred by Trustee or holders of the uptcy proceedings, to which either of them shall be a party, either as plaintiff,
eclosure her of ster occurator such right to foreclose whether or not a proceeding what might affect the premises or the security have	nectually commenced; or (o) preparations for the commencement or any suit for the actually commenced; or (c) preparations for the defense of any threatened suit of, whether or not actually commenced.
f. The process of any foreclosure sale of the premises shall be distrets and expenses incide the foreclosure proceedings, including al	ributed and applied in the following order of priority: First, on account of all I such items as are mentioned in the preceding paragraph hereof; second, all
ner items which under he to me bereof constitute secured indebtedne wided; third, all princ has no interest remaining unpaid on the note	ess additional to that evidenced by the note, with interest thereon as herein e; fourth, any overplus to Mortgagors, their heirs, legal representatives or
igns, as their rights may pear. Outpon, or at any time after the filter of a bill to foreclose this trust of the pear of a bill to foreclose this trust of the filter of a filter sale, without may be made a pear before or after sale, without the filter of the filter o	e; fourth, any overplus to Mortgagors, their heirs, legal representatives or deed, the court in which such bill is filled may appoint a receiver of said pre- ult notice, without regard to the solvency or insolvency of Mortgagors at the of the premises or whether the same shall be then occupied as a homestead or the receiver shall have power to collect the rents, issues and profits of said sale and a deficiency, during the full statutory period of redemption, whether ortgagors, except for the intervention of such receiver, would be entitled to hid. The Court from time to time may authorize the receiver to apply the ses secured hereby, or by any decree foreclosing this trust deed, or any tax, ien hereof or of such decree, provided such application is made prior to fore- shall be subject to any defense which would not be good and available to the cured.
e of application for such receiver and will fout regard to the then value and the Trustee hereunder may be appointed as such receiver. Sur	of the premises or whether the same shall be then occupied as a homestead or ch receiver shall have power to collect the rents, issues and profits of said
mises during the pendency of such the suit and, in case of a sure be redemption or not, as well as during any further times when M	ale and a deficiency, during the full statutory period of redemption, whether ortgagors, except for the intervention of such receiver, would be entitled to
lect such rents, issues and profits, and all cher powers which may be nagement and operation of the premise	necessary or are usual in such cases for the protection, possession, control, iod. The Court from time to time may authorize the receiver to apply the net
cial assessment or other lien which may be \(\tau \) by \(\tau \) as uperior to the lience of a sale: (2) the deficiency in case of a sale:	ien hereof or of such decree, provided such application is made prior to fore-
 No action for the enforcement of the lien or of a ly provision hereof ty interposing same in an action at law upon he note areby se 	shall be subject to any defense which would not be good and available to the ocured. he premises at all reasonable times and access thereto shall be permitted for
	ondition of the premises, nor shall Trustee be obligated to record this trust
d or to exercise any power herein given unless expressly blight dy t e of its own gross negligence or misconduct or that of the age ats comments	ondition of the premises, nor shall Trustee be obligated to record this trust the terms hereof, nor be liable for any acts or omissions hereunder, except in aployees of Trustee, and it may require indemnities satisfactory to it before
d or to exercise any power herein given unless expressly hilly at -1 by t e of its own gross negligence or misconduct or that of the age .ts o em reining any power herein given. 3. Trustee shall release this trust deed and the lien thereof by	ondition of the premises, nor shall Trustee be obligated to record this trust the terms hereof, nor be liable for any acts or omissions hereunder, except in applyees of Trustee, and it may require indemnities satisfactory to it before instrument upon presentation of satisfactory evidence that all indobtedness and delivers and see hereof to and at the requirement of any account who shall
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