UNOFFICIAL COPY

GEORGE E. COLE® LEGAL FORMS	FORM No. 20 September, 197				in the state of th		
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TRUST [For use wit	DEED (Illinois) h Nate Form 1448 hts including interest)	F. 24	2	4 667 936		<0.00	
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IIS INDENTURE,	octo	ber 6,			ado and Eufe	mia	, i
	iercado,	hi s wife Bank & Trust	,		_herein referred to as		
ein referred to as		h: That, Whereas Mor		ndebted to the legal	holder of a principa	al promissory note.	
med "Installment l	Note," if e en date	herewith, executed by	Mortgagors, made	payable to Bearer	notes of a principa	n promisiony note,	ेड - १५
I delivered, in and	by which the liferty	gagors promise to pay	the principal sum of	_			27.23
ive Thousa	nd Three at	indred Ninety	One and O	Dollars, XXXXXXXX	CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXX	[[]
he payable in inct	allments as follows	YXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	and 85/100)		Dellers	
the 25thday	of November	: , 1' <u>78</u> , and <u>Ei</u>	ghty Nine a	ind 85/100		Dollars	
ner paid shall be d	tue on the 25th	onth ".creafter until sa day of _ Octobe	r 1983.	il such navments on	account of the inde	htedness evidenced	18
said note to be app	olied first to accrued	and unp id i terest or to the exter to c pa payments being made	the unpaid princip	al balance and the red	mainder to principal; t	the portion of each	200
							(1) (1)
he election of the le	gal holder thereof an	s the legal holder of the ad without notice, he p	ri icipal sum remaini	ng unpaid thereon, tog	gether with accrued int	terest thereon, shall	3
ome at once due and	i payable, at the place	of payment afores sid, reof or in case defaction may be mad	in case default shall c	ccur in the payment,	when due, of any insta	illment of principal	
ties thereto severall	y waive presentment	for payment, notice of	. divienor, protest ai	id notice of protest.			Ĭ.
NOW THEREFO	RE, to secure the page mentioned note as	syment of the said prin nd of this Trust Deed,	cipa sur i of money and the rerforman	and interest in acce e of the covenants a	ordance with the term and agreements herein	ns, provisions and contained, by the	San San San
rigagors to be perf	ormed, and also in resents CONVEY an	nd of this Trust Deed, consideration of the s id WARRANT unto the	um of C. Dollar ie Trustee its or his	in hand paid, the re successors and assign	eccipt whereof is here ns, the following desc	chy chnowledged, ribed Real Estate,	1
City of C	hicago	est therein, situate, lyi	Cook		_ AND STATE OF	LL rQ to vit:	275
+ 25 in D1		ckey and Bak		· N. W. addi	ition being	à 6900-	
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wnship 40	North, Rang	ge 13, E. of	the 3rd Pr	incipal Meri	idian, in Co ケマノ	°₹	> :[l
ounty, Illi	MOIS.			. 0 \\-1	7.7 7	~~~~~	4.00
				4.5 JOI	720	* *	1
					<i>73</i> 0	•	- 1
ch, with the proper	ty hereinafter describ	bed, is referred to here	ein as the "premises		,,,,		
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UNOFFICIAL COPY

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, 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 abo contact and the policy and shall deliver all policies including additional and renewal policies of the note, and in case of insurance abo contact and the pay in the policy of the note.
- 4. In case of actival 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 a y, 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 for eit:

 allecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or ir turn d in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to pro ect he mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized and be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and w h in erest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of an, in a current of the money and shall become immediately due and be considered as a waiver of an, in a current of the money and shall become immediately due and be considered as a waiver of an, in a current of the money and shall become immediately due and be considered as a waiver of an, in a current of the money and shall become immediately due and be considered as a waiver of an, in a current of the money and shall be come immediately due and the considered as a waiver of an, in a current of the money and shall be come immediately due and the considered as a waiver of an, in a current of the money and and the current of the money and and a current of
- be considered as a waiver of an it is incruing 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 bill, statement or estimate or into the validity of any ax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each item of it debtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal indeed and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal lane or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occit, and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in case default shall occi, and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

 7. When the indebtedness hereby secured shall be come 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. Toreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any s. it to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and exper ses 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, outlays for locumentary and exper evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after curry the decree) of procuring all such abstracts of title, title searches and exminations, guarantee policies. Torrens certificates, and similar data it da surrances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evide serve indicates at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all exp. and turns all expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedia ely at and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in coane time with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceeding, to which either of them shall be a larty, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the con nence—or of any suit for the foreclosure hereof after accrual of
- 8. The proceeds of any foreclosure sale of the premises shall be distribute, and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such its as a sare mentioned in the preceding paragraph hereof; see ond, all other items which under the terms hereof constitute secured indebtedness at ditional to that evidenced by the note hereby secured, with interest therein provided; third, all principal and interest remaining unpaid; out in, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the C art n which such complaint is filed may appoint a creciver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the oremises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed every such as such receiver. Su are ceiver shall have power to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and, in case of as a c d a deficiency, during the full statutary period for redemption, whether there be redemption or not, as well as during any further times who Mortgagors, except for the intervention such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be receiver up to the intervention of the profits of the prof
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to v y 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 acr ss thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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 at y to so or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may ruitre 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 hereof to and at the refuse of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebt for the principal property of the principal prin
- 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 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 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 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.

he Installment Note mentioned in the within Trust Deed has been	n								
identified herewith under Identification No.									
Tauston	_								

