## UNOFFICIAL COPY

GEORGE E. COLE\*
LEGAL FORMS

TRUST DE FOR USE WITH (Monthly payment)
HIS INDENTURE,

OR

RECORDER'S OFFICE BOX NO

24698175 1978 NOV | PM | 54

TRUST DEED (Illinois)
For use with Note Form 1448
Monthly payments including interest)

FORM No. 206

The Above Space For Recorder's Use Only 19 78, between Peter Beasley and Shirley Beasley THIS INDENTURE, mad October 13, herein referred to as "Mortgagors," and American Finance Corporation herein referred to as "Trustee," with sseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even Jate herewith, executed by Mortgagors, made payable to Bearer or at such other place as the legal holder of the control of the legal holder of the control of the legal holder of the legal holder of the control of the legal holder of the legal of the legal holder of the legal holder of the legal of the legal holder of the legal of the legal holder of the legal holder of the legal holder of the legal of the legal holder of the . COUNTY OF . To revise a brush I four Let 17 in Block 3°C in Waywook, A mulfiviation in Dictions P.11, And 1- reaching 19 Limits, Junya 12, Jast of the Died . minriga which, with the property hercinafter described, is referred to herein as the "premises,"

10 (if 1914 & sun all improvements, tenements, easements, and appurtenances thereto belonging, and all tents, is act and profiter thereof for so long and former as such times as Mortgagors may be entitled thereto (which rents issues and profits are pledics of marily function a parity with said cold costs, and more secondarily), and all tentures, apparatus, experiment or articles now or hereafter therein or the said support head, such as the content of the sum of the the ABully, PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Beasley Shirley Beasley in joint tenency personally known to me to be the same person S whose name S bersonally known to me to be the same person.— whose me this day in personally subscribed to the foregoing instrument, appeared before me this day in personally about that the existence, scaled and delivered the said instrument as a transfer of the existence. edged that the State sealed and delivered the said instrument as a tree and voluntary act, for the uses and purposes therein set forth, including waiter of the right of homestead. this 20 19 79 day of October Given under my hand and official scal, Commission expires October 10 Commission expires \_ This instrument was prepared by Dawn Gottmann, 9328 W. Franklin Ave, Franklin Pl ADDRESS OF PROPERTY: 1608 S. 3rd Ave Maywood Illinois NAME American Finance Corporation of Ill. THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED ADDRESS 6815 W. North Ave. CITY AND Oak Park Ill. ZIP CODE 60302

- i. Mortgagors shall (1) keep said premises in good condition and repair, without waste. (2) prosagally repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged to be destroyed; (3) keep said premises free from mechans, or improvement to be a considered to be said premises free from mechans and the constant of the constant
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer twice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note to original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by state, any tax or assessment which Mortgagors may desire to contest.
- 3. Morteagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, using and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing partner (by some or to pay in full the indebtackness secured hereby, all in companies satisfactory to the holders of the note, under insurance the page of the cost of asset or damage, to I make to the holders of the note, such rights to be evidenced by the standard mortions of the cost of
- bounded death of expire, shall deriver renewal policies not less final for dats prior to the respective dates of expiration. It is not a first thorough a transfer or the holders of the note may, but need not, make full or partial payments of principal or interest on it in the second of the secon
- one ers of the note hereby secured making any payment hereby authorized relating to taxes or assessment, or or as estimate two and fine the appropriate public office without author him the assumety of such in action 9 any tax, assessment, such to relating tax her or title or claim thereof.
- for these here in incommend, both principal and interest, when the account in the term to the form of the Montagor, all impact in the both sections by the Country of the Montagor of

- 8. The proceeds of the foreclosure sale of the primises shall be not ibuted and applied in the following order of priority. First, on account of all costs and expresses in a left to the foreclosure proceedings, including all such all up as are mentioned in the preceding paramraph berief seed and other it use which make the terms berief constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon, as hereby provided third, all principal and interest remaining a poalst ourth, any overplus to Mortgagors, then neitred 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 Trust De d, th.: Court in which such complaint is filed may appoint a receiver of said promocolose. It is also promote or after said, with an notice, without regard to the solvency or incolorogy of shortwages at the time of application for such receiver and without regard to the their, also of the premises or whether the same shall be their complete as a homesteed or not and the Trustre bereunder may be appointed as such receiver shall have prome to collect the tents, tester and profits of said prantises during the pendency of such foreclosure suit and, in ea. of a sale and a deticiency, daring the full statutory period for redempton, whe their there be redemption or not, as well as during any further time will end for the collect such rents, issues and profits, and all other powers which in the necessary or are usual in such cases to the protection, possession, control, management and operation of the premises during the whole of adverse foreclosing this Trust Deed, or any tax, special assessment or other lien whole or in part of: (1) The indebtedness secured hereby, or by any deserte foreclosing this Trust Deed, or any tax, special assessment or other lien whole or not be measured to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a second decree.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be surject 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.
- mitted for that purpose.

  12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall I rustee secobligated to record his Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable 6°, and acts or omissions herein even of his own grass negligence or misconduct or that of the agents or employees of Trustee, and he me require indemnities attisfactory to him before exercising any power herein given.
- sanstactory to num before exercising any power herein given.

  13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evides, a that all instabledness seemed by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the context of any person who shall either before or refer shall be a person who shall either before or refer shall be a person who shall either before or refer shall be a person who shall either before or refer shall be a person who shall either before the person who shall either before or refer shall be a person who shall either before or a person the continuation of the person of the per
- 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 hereinader 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 hereinader.
- 15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through gagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of adebtedness 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

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 HELD FOR RECORD.

END OF RECORDED