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GEORGE E. COLE

FORM No. 206 May, 1969

24709152

| TRUST DEED (IIIInols) For use with Note Form 1448 (Monthly payments including interert) | 1978 NOV 8 PM | 2 39 | | |
|---|--|--|--|---|
| THIS INDENTURE, madeCtccr. | 1 | The Above Space For Recorder | s Use Only | .5.3. |
| guente di | Hack to confide the high | | rein referred to as "Mortg | agors," and |
| h rein referred to as "Frustee," wit iesseth: te med "Installment Note," of even date h | That, Whereas Mortgavors are h | istly indebted to the legal hole made physical to Begree | fer of a principal promis | ssory note, |
| and self-cod in and by which floic Muripay | eors promise to pay the principal a | um of 1.4. THE DEATE: | 32 Tr (122 | |
| on the balrace of principal remaining from | time to time unpaid at the rate o | 130,07 per cent per ann | um, such principal sum a | nd interest |
| on the balance principal remaining from to be payable in installments as follows: If the payable in installments as follows: If the payable in installments are selected in the payable installments constructing principal, if the payable installments construction in the payable installments construction in the payable installments construction. | to the extent not paid when due, | to bear interest after the date | for phyment thereof, at a | the rate of |
| or at such c her place as at the election of the legal holde, thereof and become at once due and payable, at m. place c or interest in accordance with the ten is the contained in this Trust Deed (in which we parties thereto severally waive presenting the | the legal holder of the note may, fr without notice, the principal sur- of payment aforesaid, in case default of or in case default shall occur an election may be made at any time of prometh, notice of dishonor or | om time to time, in writing apper emaining unpaid thereon, togeth- shall occur in the phyment, whe d continue for three days in the after the expiration of said three otest and notice of process. | plot, which note further present the national secured interest the due, of any installment of performance of any other to days, without notice), a | ovides that ereon, shall of principal agreement and that all |
| limitations of the above mentioned note an Mortgagors to be performed, and also in c Mortgagors by these presents CONVEY and and all of their estate, right, title and interest | or the said principal sum of the trust Deed, and the per- on deration of the sum of One. WARR AT into the Trustee, its st there!, siture, lying and being | money and interest in according to mance of the covenants and bollar in hand paid, the receip or his successors and assigns, in the | nice with the terms, proving cements herein contain it whereof is hereby ack the following described R | disions and lied, by the inowledged, leaf Estate, |
| Lot 1 (except the East 12 fe Cols. Tain-Central Park 1a te South Evanston, being a S Southeast Quarter of Section Teridan, in Cool County, 111 | et thereoff and all of rdent, lein a Tesubiv ubdivision of the Hort 23, Tornship 41 cet. inois. * * * * * * * | Let 10 in Block 3 i ision of Blocks 2,3 b Malf of the Morths , Pange 13 East of t | n "etropolitan Pa and A in Torrey": est Quarter of the he Third Principa * * * * * * * * | ealty s /ddition he al & |
| | | _ | -sp. | 69 |
| which, with the property hereinafter describ TOGETHER with all improvements, to so long and during all such times as Moriga, said real estate and not secondarily), and a gas, water, light, power, refrigeration and a stricting the foregoing), screens, window sha of the foregoing are declared and agreed to all buildings and additions and all similar o cessors or assigns shall be part of the morige TO HAVE AND TO HOLD the premi and trusts herein set forth, free from all rig said rights and benefits Mortaggors do here This Trust Deed consists of two pages, are incorporated herein by reference and her Mortgagors, their heirs, successors and assign Witness the hands and seals of Mortgag | ses unto the said Trustee, its or hi hts and benefits under and by virt by expressly release and waive. The covenants, conditions and pr eby are made a part hereof the sai 15. | s successors and assigns, forever ue of the Homestead Exemption ovisions appearing on page 2 (ne as though they were here ver | constant and profits to the constant and profits and one of the constant and the constant a | thereof for parity with upply heat, without readers. All igreed that their sucton the uses to is, which rust Deed) binding on |
| | 116 | | | |
| TYPE NAME(S) | Torris Friedman | (SCAI) | <u> </u> | (Seal) |
| BELOW SIGNATURE(S) | | (Seal) | <u>C</u> | (Seal) |
| State of Illinois, County of COOK | ct | T the understand a N | Votary Public in and for sa | id Country |
| State of Illinois, County of COOK | in the State aforesaid, De | O HEREBY CERTIFY that | orris Friedman | |
| S S ZNY | subscribed to the foregoing | o be the same person. whose g instrument, appeared before m | e this day in person, and | |
| | free and voluntary act, fo waiver of the right of hon | sealed and delivered the said: r the uses and purposes therein nestead. | set forth, including the re | clease and |
| Given under, my hand and official seal, this | 30th | day ofcteber | A CONTRACT | 19_73 |
| Commission expires | D BY" | (| No. | tary Public |
| MAIN TO ENITE A BATTHOS BANK | ats | ADDRESS OF PROPERTY: | ' | 22 |
| 143 la ton Street, Skokie, I | 1 · · · · · · · · · · · · · · · · · · · | Skokie, Ill 600 | <u>70 b</u> | 47 |
| VAME SKOKIE TOUST | SAVINGS BANK | THE ABOVE ADDRESS IS FOUR PURPOSES ONLY AND IS NOT TRUST DEED | PR STATISTICAL [| 09 |
| MAIL TO: ADDRESS 4400 Cakto | on Streetzip code COO76 | SEND SUBSEQUENT TAX BILL | | 152 |
| OR RECORDER'S OFFICE BOX N | • | (Name) | MBER | 1. |

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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 building or 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case 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 encumbrances, if any, 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 forefeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebteness secured hereby and shall become immediately due and payable without notice 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 waiver 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 so according to any bill, 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 each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, of thistanding anything in the principal 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 case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors nerviace animed.
- nere'a cor ained.

 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise hot'lers 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 Illinoi for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional nebtedness in the "cree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Irus ee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be ast in district of the decree) of procurring all such abstracts of title, title scarches and examinations, guarantee poli res, 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 opposed to the decree of bidders at any sale which may be had pursuant to such decree the true condition of the title toor the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebt dness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per nanum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness here by so ured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

 8. The proceeds of any foreclosure are of the premises shall be distributed and applied in the following order of priority: First, on a
- 8. The proceeds of any forcelosur such of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the following proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms here constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all pincipal and interest remaining unpaid; fourth, 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 couplant to forcelose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be tade either before or after sale, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereund r my be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of the receiver shall have power to collect the rents, issues and profits of redemption, whether there be redemption or not, a well as during any further times when Mortgagors, except for the intervation of such receiver, would be entitled to collect such rents, issues and profit and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of 'ier', emises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payater in whole or in part of: (1) The indebtedness secured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or 'are lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forcelosure sale: (2) the diagrams are also and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or o any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upo. The no e hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the are us v at all reasonable 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 remises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the ' ------ hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or exployees 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 lien thereof by proper instrument upon or entation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and delive, a relegiment of the analyses of the persons who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without naturity. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certific to 0 it inification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of ae ...ncipal 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 a certificate on any instrument identifying same as the principal note described herein, he may ac expl as the genuine 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 in trument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, SICCLE TRUST ON TITLES BEEN 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 and 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 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.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1393

END OF RECORDED DOCUMEN