24882309

This Indenture, Made March 9,

Dollars on the

19 79 , between

Milton Levy and Sandra Levy (his wife)

herein referred to as "Mortgagors," and

Riverdale Bank

an Illinois banking corporation doing business in Riverdale, Illinois, herein referred to as TRUSTEE, witness

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 Fire Note, in the principal sum of \$11,890.80

E even thousand eight hundred ninety and 80/100

Dollars, evil red by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

and deli er d in and by which said Note the Mortgagors promise to pay the said principal sum and

on the balance of principal remaining from time to time unpaid at

the rate of 4_.27 per cent per annum in instalments as follows: One hundred sixty-five and 15/100

Of a day of April 19 79 and One hundred sixty-five and 15/100 Dollars on 🖾 10th day of each and every month

thereafter u til said note is fully paid except that the final payment of principal and

interest, if not sooner paid, shell 'e due on the 10th day of March 1985. All such payments on account of the indebteum as evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear inter. I at the maximum rate permitted by law, and all of said principal.

cipal and interest being made payable at .ach banking house or trust company in

Riverdale, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of in said City. Riverdale Bank

This Trust Deed and the note secured hereby are 10', a sumable and become immediately due and payable in full upon vesting of title in other than the grantor(s) of t'.e ".rust Deed.

NOW, THEREFORE, the Mortgagors to secure the oryment of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the covenants and agreements herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in han paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WABRANT and the Trustee, its successors and assigns, the following described Real Estate and all of their estate, 19 to, title and interest therein, situ-

ate, lying and being in the city of South HollandCounty or to wit: Cook.

AND STATE OF ILLINOIS.

Lot 10, Block 25, Third Addition to Pacesetter Park, Harry M. Quinn Memorial Subdivision, being a Subdivision of part of lot 1 in Tys Gou e is Subdivision of the Southwest Fractional \$\frac{1}{2}\$ of Section 14, and part of the Southwest \$\frac{1}{2}\$ of section 15, Township 36 North, Range 14, East of the Third Princ pal leridian in Cook County, Illinois

This document was prepared by Laura Krizic of 13700 S. Indiana Ave., Riverdale, IL. which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled); and ventilation, including (without restricting the foregoing), screens, window shades, storm

doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. 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 apparatus, equipment or articles 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 unto the said Trustee, its successors and assignation forever, for the purposes, 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 the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now of a reafter on the premises which may become damaged or be destroyed; (2) keep said premises in grid condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by the 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; (4) complete within a reasor abe time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the undertained in the control of the control
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, which 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 duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tracer assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep sit hillings and improvements now or hereafter situated on said premises insured against loss or dameg, by fire, lightning or 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 indel tedre secured herber, all in companies satisfactory to the holders of the note, under insurance policies I ayable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standar 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 price, 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 'olders of the note may, but need not, make any payment or perform any act hereinbefore required of 'ac traggers in any form and manner deemed expedient, and may, but need not, make full or partial pryments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromie or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfether 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 attorneys' 'ees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged procises 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 indebtedness secured hereby and a 'all become immediately due and payable without notice and with interest thereon at the maximum rate permitted by law. Inaction of Trustee or holders of the note shall never be considered as a waiver of my 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 rayment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate 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. The sof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, at a vithout notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree 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, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, 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 to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy 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 hereby secured; or (b) preparations for the com-





mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

- 8. The proceeds of any foreclosure sale 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 foreclosure proceedings, including all 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as heir rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such o'll is filed may appoint a receiver 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 a polication 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 hereunder may be appointed as such a colver. Such receiver shall have power to collect the rents, issues and profits of said premises during the faultency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, posserion, control, management and operation of the premises 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 payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any term pecial assessment or other lien which may be or become superior to the lien hereof or of such deer see provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a viciency.
- 10. No action for the enforcement of the lien or of 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 upon the note hereby secured.
- 11. Trustee or the holders of "b .ote shall have the right to inspect the premises at all reasonable times and access thereto shall be remitted for that purpose.
- 12. Trustee has no duty to examine ne title, location, existence, or condition of the premises, nor shall Trustee be obligated to record the strust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be likely for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or the tof the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and dr. Len thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness seen ed by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and enablit to Trustee the note, representing that all indebtedness hereby secured has been paid, which receives the Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in subsumer with the description herein contained of the note and which purports to be executed by the person since ein designated as the makers thereof; and where the release is requested of the original trustee unit it has never executed as the makers thereof; and where the release is requested of the original trustee unit has never executed as the genuine note herein described any note which may be presented and which conform in substance with the description herein contained of the 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 shall have been recorded or filed. It case of the resignation, inability or refusal to act of Trustee, then Chicago Title and Trust Company hall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the the 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 or 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 we herein shall include all such persons and all persons liable for the payment of the indebted ness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

Wrrages the hand and seal.	of Mortgagors the	day and year first above v	vritten.
m. fr Lever	[RRAY.]	Sandrate	E pulle some 1
Milton Levy	[SBAL]	Sandra Levy	السما
	[BBAT_]		[8BAI_]

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STATE OF ILLINOIS,)	A — Rec 12.0
County of Gook ss.	
I The Undersigned	200 m
a Notary Public in and for and residing in said County, in the S	
HEREBY CERTIFY THAT Milton Levy and Sandra Lev	y (his wife)
who _se personally known to me to be the same persons whe subscribed to the foregoing Instrument, appeared before me the	his day in person
and acknowledged that signed, sealed and delivered	d the said Instru-
ment astheir free and voluntary act, for the uses and pur forth, including the release and waiver of the right of homestead	rposes therein set
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