## **UNOFFICIAL COPY**

643.876

24935235

THE DIDAR OF COMMISSION

TRUST	DEED	<b>1</b> 579	9 Rate 20 Parti	• •	
#75		APR-26-79 5685	45 • 249353	235 4 A — Rec	10.00
C <sub>FT</sub> C	сттсэ	THE ABOV	E SPACE FOR RECORD		
THIS INDENTURE, made	April 25 arried and W	•	petween Ruth E.	m . Mustain, div	orced
herein . 'err. d to as "Mortgagors Illinois, herein referred to as TRI THAT, WH'_REAS the Mortgage legal holder o hol lers being here  Eighty-Sever and 7  evidenced by one cert in It stalm and delivered, in and by which sa	s", and CHICAGO TITUSTEE, witnesseth: ors are justly indebted in referred to as Hold 72/100's — ment Note of the Morte Payee as th	TLE AND TRUST COMP  d to the legal holder or holders of the Note, in the pr  gagors of even date herew	olders of the Instalmer rincipal sum of Six — vith, made payable to 1	nt Note hereinafter des Thousand Six I  - THE ORDER OF BEAN	scribed, said Hundred Dollars,
One Hundred Eighty ACK ADDRESS OF A MERCE ON the Dollars ANAMARIE On the	of 1av 26; dy, of earth a final payment or ity on the alaments of puncious being made puyale may, from time.	1979 and One ch month of the balance due on the principal balance from the balance from the beat such banking hous that it is at such banking hous that is a such banking appoint.	thereafter, to x and the 26 th day of time to time unpaid a urity at the rate of se or trust company in and in absence of such	ty-Five and 77, the kindle disputes xxx April 1982 at the rate of 14.50 per cent process of the control of the	xxdayxxof 2 , with 50 per per annum, t the office 1 said City,
lying and being in the to wit: That part of Block 19 29, Township 40 North as follows: Commenci East of center line o an alley, thence East feet to the South Lin Dunning Street to pla	o in Canal Tru n, Range 14, E ing at a point of Sheffield A t on the North ne of Dunning	estees' Subdivis Tast of the Thir ton the South ' Evenue and runni to Line of said a Street and then	d Principal Me in of Dunning ing chance Sout lley 2s feet, ce West 'n the	st Half of Sec eridian, descr g Street, 297 th 115.2 feet thence North e South line o	tion ribed feet to 115.2
THIS INSTRUMENT WAS which, with the property hereinafter de-	scribed, is referred to her	rein as the "premises,"		0	E
TOGETHER with all improvements so long and during all such times as becondarily), and all apparatus, equipm refrigeration (whether single units or ecosts and windows, floor coverings, in whether physically attached thereto on mortagors or their successors or assigns TO HAVE AND TO HOLD the prement of the property of the successors or assigns to their successors or assigns to the fire form all rights and benefithe Mortagors do hereby expressly reference to the property of the succession of the	i, tenements, casements, Mortgagors may be entin tent or articles now or he entrally controlled), and nador beds, awnings, sto r not, and it is agreed t is shall be considered as con siese unto the said Trustee fits under and by virtue	fixtures, and appurtenances tled thereto (which are plec creafter therein or thereon to ventilation, including (with boxes and water heaters. All that all similar apparatus, expentituting part of the real ese, its successors and assigns, it.	dged primarily and on a used to supply heat, gas, a out restricting the forego of the foregoing are deck quipment or articles here state.  forever, for the purposes,	parity with said to a lear conditioning, water, a going), screens, window sha lared to be a part of said eafter placed in the premise, and upon the uses and tree.	and not grand not grand nower, ones, form receivable uses 'y the crusts here', and benef ts
This trust deed consists of two deed) are incorporated herein by rassigns.  WITNESS the hand and s	reference and are a pa	art hereof and shall be bi	inding on the mortgag		

[ SEAL ]

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STATE OF ILLINOIS,

Helen Silvers

A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ruth 5. Mustain, divorced and not remarried and Walter Mustain

are s whon re personally known to me to be the same person s foregoing Instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as their

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become maged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien texpressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to lien hereof, and upon request exhibit satisfactory evidence of the discharge of such grior lien to Trustee or to holders of the note; (d) complete within

not expressly subordinated to me men described to the men described the lien hereof, and upon request exhibit satisfactory evidence or me who have no material alterations in said premises except a sequence of a reasonable time any building or buildings now or at any time in process of erection upon sno process.

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 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 insuted against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loans os insured) 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 poyable, 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 ach 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 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

incurred in concetion therewith, including attorneys' (ees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage; por a sand 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 shall become immediately due and payable without notice and with interest thereon at a rate equival. In other post maturity rate set forth the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee, bothers 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 Mortgagor.

5. The Trustee, but holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill. Itate nent or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the "a dit" of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay -te; item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the not." and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed shall, not construct the principal or interest on the n.e., 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 scue and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

8. When the indebtedness hereby scue and payable (a) immediately in the case of default in making apparent of any expenditures and expenses which may be pai

during the pendency of such foreclosure suit and, in case of a sale and a deficiency, dring the buil statutory period or reaemption, whether these when Mortgagors, except for the intervition of such receiver, would be entitled to collect such refus, issues and profits, and all offer powers which may be necessary or are usual in such ears in the premises during the whole of said period. The Court from time to time may unto the premises during the whole of said period. The Court from time to time may unto the premises during the whole of said period. The Court from time to time may unto the premises during the whole of said period. The Court from time to time may unto the premises during the whole of said period. The Court from time to time may unto the premises during the whole may be of become superior to the lien thereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any increase 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 access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire in other validity of the signatories on the note or trust deed, nor shall Trustee be obligated to rice to its trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions here take except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may receive indemnities satisfactory to the case of the lien thereof by cover instrument upon presentation of satisfactory to make that all indebtedness

power herein given unless expressly objected to the agents or employees of Trustee, and it may require indemnities satisfactor, to it of re exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory received. The secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of; ny person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness thereby secured as been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor this remay accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee he made revenich components in substance with the description herein contained of the note and which purports to be executed by the persons herein designate as the renders thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which enforcement on the note and which purports to be executed by the persons herein designate.

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 exerced the original trust of a case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the press seems of the county in which the press seems of the original trust deed. The second of the county in which the press seems of the original trust deed. The second of the county in which the press seems of the original trust deed. The second of the county in which the press seems of the original trust deed. The second of the resignation is not be includ

rents, maintain premises and apply sur	clus if any upon the indebtedness.
IMPORTANT!  FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Identification No.  CHICAGO TITLE AND TRUST COMPANY  Trustee.  By  Assistant Secretary  Assistant Fire Trustdom
Post Office Box 3790 Merchandise Mart Station Chicago, Illinois 60654  PLACE IN RECORDER'S OFFICE BOX NUMBER	FOR RECORDERS'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT