## UNOFFICIAL COPY

	ORGE E. COLE® FORM N EGAL FORMS September	1975 MAY	3 M 15	43	i sasai .	of or			Prikust Prikusto
	TRUST DEED (Illinois) For use with Note Form 144( (Interest in addition to month principal payments)	9 ily			•	2494520		lise	<b>10.</b> 0.
		1 .	249	945%	The Above	Space For Record	ier's Use Only		
THIS	INDENTURE, made Marvin L. Jurge	March 2	21 Marie G., 19	79 bety	ween		·		
and	Pioneer Bank an	d Trust CO	)., 4000 w.	North,	Chicago	, II 60639	herein refe	rred to as	"Mortgagors,"
	referred to as "Trustee," with								
princip	HAT, WHEREAS the Mortg al sum of <u>Sixteen Th</u> ed by one certain Installmen	Outsand Fou	ır Hundred	CATTANTA	-Riva on	A 0//100			
raid No	ced by one certain Installmen ote the Mortgagors promise to 5th day	o pay the said p	orincipal sum in	installment Tw	s as follows:	Two Hundre	d Twenty-	Eight a: 2/100	nd 82/100-
Douars,	, on theday_of	each month the	ereafter to and in	, and cluding the	5th	_day of _Apr	11 19	35 with a	final payment
tin late	or per cen	t per annum, p	ayable monthly	on the dat	es when inst	on the principal allments of princ	balance from ipal fall due a	nd shall b	e in addition
all of	in out due on principal; each	ng made payah	le at Pione	er Bank	& Trust	Co. 4000	W North	CHicago	r annum, and
at the el become or intere containe parties t	or at such other period to the period of the legal holder the at once we and payable, at the est in the dance with the terred in the True. Deed (in which thereto seve ally waive present	place as the lega reof and withou e place of paymens thereof or in the event election of the payres	It holder of the nat notice, the print ent aforesaid, in a case default shall may be made a nent, notice of a	note may, fr ncipal sum r case default all occur an at any time dishonor pr	rom time to to remaining unit t shall occur in d continue for after the expression and not	ime, in writing ap paid thereon, toge in the payment, we for three days in the piration of said the lice of protest	point, which n ther with accru hen due, of any ne performance aree days, with	ote further ed interest installmen of any oth out notice)	provides that thereon, shall it of principal ter agreement , and that all
no terms, p be perfo CONVE	OW, THEREF( R <sup>r</sup> , the Mort provisions and amitations of ormed, and also in confiderate EY and WARRANT unto the d interest therein, si unto I	gagors to secur this trust deed, ion of the sum Trustee, its or	e the payment of and the perform of One Dollar his successors	of the said mance of th in hand pa and assigns	principal sur ne covenants id, the receip i, the following	n of money and and agreements h t whereof is here ng described Rea	said interest erein contained by acknowledg I Estate and a	in accordant, by the Med, do by the Indiana.	nce with the fortgagors to hese presents estate, right.
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- 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.
- 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 lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and 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 tother prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expens a 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 actively a subject of the content of the pay and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a valver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trust c of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may be 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 included in a secure of such billion or included in a secure of such billion or included in a secure or included in a
- 6. Mortgagors will avecach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hour's et the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding 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 is case efault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

  7. When the indebtedness i are y secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or are seen shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a nortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional included as a part and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be one and after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, a distinct a date and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute sech 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. It as it is not a part of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured he eby a d immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or hold is of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, too which e-her 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) prep
- 8. The proceeds of any foreclosure sale of the premis's s'al' be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings. "Pluding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute sc.u ed indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and intere t 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 complaint to foreck se this Trust Deed, the Court in which such complaint 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 application for such receiver and without regard to the hen value of the premises or whether the same shall be then occupied as a homested or not and the Trustee hereunder may be appoint at a such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure and an efficiency, during the full stantory such receiver, would be entitled to collect such rents, issues and profits, and all the release such receiver, would be entitled to collect such rents, issues and profits, and all the releases which may be necessary or are usual in such cases for the protection, possession, 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 a for 17 lbr indebtedness secured hereby, or by any decree provided such application is made prior to foreclosure sale; (2) the deficiency is care of a sale and deficiency.

  10. No action for the enforcement of the lien of this Trust Deed or of any provision is recofficially 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 nereby sec.

- 12. Trustee has no duty to examine the title, location, existence, or condition of the premis s, r shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms heree, not be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees if the use, 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 presentation of misfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release of roof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, epreenting that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is rec usted of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of ide. tic ation purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the or, not paid to the order of the order o
  - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this in tru tent 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 Deccs it is 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 are en der.
- 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.

A CONTRACTOR OF THE PROPERTY O

The Installment Note	mentioned i	in the	within	Trust	Deed	has	been
identified herewith un	der Identifica	tion N	o				

END OF RECORDED DOCUMENT