## UNOFFICIAL COPY

GEORGE E. COLE® FORM No. 207 LEGAL FORMS September, 1975			4945219 control	er for en. Silie le gelen
TRUST DEED (Illinois) For use with Note Form 1449 (Interest in addition to monthly principal payments)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	H 4 5 0 5 H	9452 <u>13 4 A noc.</u>	10.5%
March 22	70		For Recorder's Use Only	4.2
THIS INDENTURE, made March 22, 12438 South LaSalle	Chicago, Ill.	<sub>een</sub> Joseph -60028	& Sigrid Prendersherein referred to	ast as "Mortgagors"
and Pioneer Bank and Trus	t 4000 W. North	h Ave. Ch	go. I11. 60639	
herein referred to as "Trustee,"witnesseth: THAT, WHEREAS the Mortgagors are justly	indebted to the legal hold	er or holders of the	he Installment Note hereinafter	described, in the
Sixteenthousand five	- And 36/100 -			D-11
sr 1 N te the Mortgagors promise to pay the said problems, on the 10th day of May	rincipal sum in installments	as follows: one he hundred	hundred ninety a	nd 54/100
Dollar, on the day of each month ther	eafter to and including the	LUEN day	of April 19 86, w	ith a final payment
of the blance due on the 10th day of 1 the rate of 1.38 per cent per annum, pa				
to the amout due on principal; each of said installmall of said principal; and interest being made payable	ents of principal bearing int	terest after maturity	v at the rate of per cer	nt per annum, and
at the election of the legal to the election of the legal to the election of the legal become at once due and particle thereof and without become at once due and particle, at the place of payme or interest in accordance with the terms thereof or in contained ink this Trust Deer (if which event election parties thereto severally we presentment for payments.)	holder of the note may, from tice, the principal sum rent aforesaid, in case default case default shall occur and may be made at any time ent, notice of dishonor, pro	om time to time, in emaining unpaid th shall occur in the r i continue for three after the expiration otest and notice of p	n writing appoint, which note ful hereon, together with accrued inte payment, when due, of any instal e days in the performance of an n of said three days, without no protest.	erest thereon, shall liment of principal y other agreement tice), and that all
NOW, THEREFORE, the M. nagors to secure terms, provisions and limitations of this trust deed, be performed, and also in consideration of the sum CONVEY and WARRANT unto the trustee, its or title and interest therein, situate, lying and ling in City of Chicago. Col	and the performance of the of One Dollar in hand pai his successors and assigns, the	e covenants and ag d, the receipt wher the following des	greements herein contained, by t reof is hereby acknowledged, do	he Mortgagors to by these presents heir estate, right,
, contrago, con	J. 11 OFCOO	· · · · · · · · · · · · · · · · · · ·	AND STATE OF I	
Tat 10 (c. Pt. 1 a Q				- 23
Lot 19 in Block 2, in part of Lot 9, in And	e'''s subdivis:	ion of the	east half	(C)
of the southwest quar quarter of Section 28 of the Third Principa	ter and the sou	utheast fr North Ran	actional ce 14 East	33
:				50%
the state of the s	and to begain on the "moomic			A CONTRACTOR OF THE PROPERTY O
which, with the property hereinafter described, is refer TOGETHER with all improvements, tenements, or so long and during all such times as Mortgagors mot secondarily), and all apparatus, equipment or artipower, refrigeration (whether single units or centrally shades, storm doors and windows, floor coverings, in said real estate whether physically attached thereto or premises by the Mortgagors or their successors or assi TO HAVE AND TO HOLD the premises unto and trusts herein set form, free from all rights and be	asements, fixtures, and apple ay be entitled thereto (whiteles now or hereafter thereto controlled), and ventilation beds, awnings, stoves not, and it is agreed that a green that the considered as a second	or ten inces thereto it is a consideration of the consideration in the control on, including the control on the control of the	marily and on a parity with sal to supply heat, gas, air condition nout restricting the foregoing), . All of the foregoing are declar up, equipment or articles hereaf	d real estate and ning, water, light, screens, window ed to be part of ter placed in the
This trust deed consists of two pages. The cover are incorporated herein by reference and are a part he	enants, conditions and pro- reof and shall be binding o	visions appearing on the Mortgagors,		
Witness the hands and seals of Mortgagors the c	lay and year first above w	ritten.	1. 1. 1. 1. 1.	/
PLEASE PRINT OR	<u></u>	(Seal)X	my mary	(Seal)
TYPE NAME(S)  BELOW SIGNATURE(S)		(a. ) lo	arid 1-14 Produ	rgaal (Seal)
		(Seal)		0
State of Illinois, County of Cook	ss., the State aforesaid, DO		ersigned, a Notary Public in aid	for said County,
	Joseph and S	ilgrid Pre	endergastarc	<del>20</del> —
C D J GEAR C	ubscribed to the foregoing i	instrument, appeare	ed before me this day in person.	and acknowl-
3 5 3 5	iged that they signed, the and voluntary act, for the signed of the sign	sealed and delivere the uses and purpo	ed the said instrument asCloses therein set forth, including	neir the release and
		1		1979.
Given under my thing and official seal, this Commission expires	22nd 22nd 192 6 1982 .	_ day ofM	larch	Notary Public
This instrument was prepared by			DIA CUMPAGHAM	Notary Public
Kathy Longdon Consumer Loan	Dept	ADDRESS OF PR 12438 Sou	th LaSalle	ديم ا
(NAME AND ADDRESS	. 1	Chgo, Ill		
MAII TO 4000 57171-		TRUST DEED		MEN
ADDRESS	n wande .	SEND SUBSEQUENT	T TAX BILLS TO:	T Z
STATE Chicago, Illim is	ZIP CODE_60639_		(Name)	24945233
OR RECORDER'S OFFICE BOX NO. 22	<del></del> -		(Address)	ER

## 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 becamic'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 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 on or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with great 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 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 into the respective dates of expiration.

  4. In case of afault therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore re-
- 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 fault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Morte 2003 in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumb; not. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or taking thereof, or redeem from any tax sale or fer feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the putting the said premises or contest any tax or assessment. Some properties of the note of the day and the properties of the note of the content of the note of the note
- 5. The Trustee or the half of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stater eat or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid. To any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

  6. Mortgagors shall pay each ten of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the r inc pal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the princ pal 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 defaul "hall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secur d stall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall here 'e right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcer rate of a nortgage doot on any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness for the enforcer rate all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for (which may be estimated as to items to be expended; are or ry of the decree) of procurring all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and sim ar data and assurances with respect to title as Trustee or, holders of the note for title, repeated to the reasonably necessary either to prosecute such suit or. 'rev'ience to bidders at any sale which may be had pursuarnagraph mentioned shall be reasonably necessary either to prosecute such suit or. 'rev'ience to bidders at any sale which may be had pursuarnagraph mentioned shall be come so much additional indebtedness secured hereby and mire diately due and payages interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the nate of nonection which either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations and some proceedings, to which either of them shall be distributed and payage to the proceeding which might affect the premises or the security hereof, whether or not actually commanced.

  8. The proceeds of any foreclose whether or not actually commanced.
- 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 ill succeedings are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indel tedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining and 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 foreclose this Tr. O ed, 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 wit out notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the virial may be made 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 receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in car of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further the system Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when Mortgagors, except for the intervention of the protection, possession, control, management and operation of the premises during the wnoter 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 tax, special assessment or other lien which may be or become uperior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of as a zero and lefticiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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 the note shall have the right to inspect the premises at all reasonable in the 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, nor shill Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be line for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 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 satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to a \_ at the request of any debtedness secured has been paid, which representation trustee may accept as true expects as the genuine note herein described any note which bears a certificate of identification p rport ig to be exceuted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal not. \_ d \_ which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trust. \_ a \_ ne has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the rincipal note and which purports to be executed by the persons herein designated as the 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. 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 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 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.

;	The Installment Note mentioned in the within	Trust	Deed	has	beer
	identified herewith under Identification No				
THIS TRUST DEED				:	

FOR THE PROTECTION OF BOTH THE LENDER, THE NOTE SECURED BY SHOULD BE IDENTIFIED BY THE TRUST DEED IS FILED FOR RECORD.

CONTRACTOR CONTRACTOR

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