## UNOFFICIAL COPY

GEORGE E. COLE®	5-3399	the are the terminance and the property of the	المعتبطينية فرهار والبواه شارجا	والا تصاعلا تفائدت والمشاشرة والماء والمشادع سنادسا وال	THE PERSON NAMED IN COLUMN	いいこうかいないというかん	COCCESSION CO.
GEORGE E. COLFR		·.					<b>医</b> 抗
LEGAL FORMS	FORM No. 206 May, 1969	2012 g 1741	Fr. 2	24947180	্ষ্∂ু ক্রেমিয়া	And here	
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TRUST DEE For use with No (Monthly payments)	D (Illinois) ole Form 1448	χ <sub>α</sub> γμ-7/ 5 7	կկնը Ծ	255517180 H	A has	il.	
(Monthly payments	Including interest)	1671 - 7 17 - 2 1	, ,	7 1 1 1 1 1 1			
	ł		The Above Sr	ace For Recorder's Us	e Only		
THIS INDENTURE, m.	Anril 24	1979 , betw			. Olly		
				herein	eferred to as "	fortgagors," and	
		Drexel Natl. Bank a					· [
termed "Installmer. Not	e," of even date here	at, Whereas Mortgagors are ju with, executed by Mortgagors,	made payabl	e to Bearer	n a principal j	promissory note	
and delivered in and a	w ich note Marteneor	promise to pay the principal s	our of Six	Thousand Seve	n Hundred	Thirty	
Nine and 20/10	<u>,- , -:(56</u>	<del>,739.20)</del>	Dolla	rs, and interest from	<del></del>		- 31
to be payable in installa	nante in france On	e to time unpaid at the rate of e Hundred Twelve Dol	lars and	32/100(\$	112.32)	Dollars	. 際性
on the 16th day of	June 19	170 , and <u>One Hundre</u> thereafter until said note is full	d Twelve	and 32/100(	<u> 5112.32)</u>	Dollars	
on the 16th day of d	each and ery month	thereafter until said note is full	y paid, except	that the final payment	of principal an	d interest, if not	
by said note to be applied	I first to accrued and	of May , 19 8 paid interest on the unpaid paid extent not paid when due,	principal balan	ce and the remainder t	of the indebte o principal; the	portion of each	
per cent per an	num, and all such payn	ents 'en e made payable at	Chica	go, Illinois	ayment thereof	, at the rate of	
Or at s	uch other place as the	eg: hold r of the note may from	om time to tin	e in writing appoint t	vhich note furth	er provides that	
become at once due and pa or interest in accordance w	yable, at the place of partition the terms thereof of	hou notice, the principal sum re ymen, af . a ild, in case default r in case defi alt shall occur and	shall occur in continue for	the payment, when due three days in the perfo	, of any installn	nent of principal other agreement	
parties thereto severally w	ed (in which event ele-	avment, not're of dishonor, pro	atter the expu	ation of said three day	s, without notic	e), and that all	
NOW THEREFORE	, to secure the paymer nentioned note and of	t of the said	money and it	terest in accordance to	with the terms,	provisions and	
Mortgagors to be perform Mortgagors by these prese	ned, and also in consi ents CONVEY and W.	deration of the sun of One I	Dollar in hand or his succes	l paid, the receipt wh sors and assigns, the fo	ereof is hereby ollowing describ	acknowledged, ed Real Estate,	
and all of their estate, rig City of Chica	ht, title and interest th	COUNTY OFCOOK	in the	AND 5	STATE OF ILL	.INOIS. to wit:	
					-		
North & of the N	ortheast 4 of	75 feet of Lot 3 in the Northwest 4 of S	estion 29	end alos <b>fhat</b>	vision of t	tne he	ž į
Northeast 在 of S	ection 28 lyin	y West of the Chicago	n lo∍k∙ Is	land & Pacific	Rail Paad	in S	
Township 38 Nort	h, Kange 14, E	TPM in Cook County I	1110026-		n		T
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which, with the property	hereinafter described. j	·	'9			`	7180
which, with the property I TOGETHER with all so long and during all suc	nereinafter described, i improvements, tenem h times as Mortgagors	·	'9			`	7180
which, with the property   TOGETHER with all so long and during all suc- said real estate and not se gas, water, light, power, r	nereinafter described, i i improvements, tenen h times as Morigagors condarily), and all fis efrigeration and air c	·	'9			`	7180
which, with the property I TOGETHER with all so long and during all suc said real estate and not se gas, water, light, power, retricting the foregoing), so of the foregoing are declar	nercinafter described, i improvements, tenen h times as Mortgagors condarily), and all fis efrigeration and air c creens, window shades, ed and agreed to be a	·	'9			`	7180
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## UNOFFICIAL COPY

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 claus 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 surance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In use of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mo agors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encur oracles, if any, and purchase, discharge, compromise or settle any tax lie or for for lie or title or claim thereof, or redeem from any tax sile or forfeiture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expens s p 10 or incurred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note or protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action here a uniorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice or 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 wait or any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the 'old's 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 veidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay and item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal independent of principal or interest, or in case defaults and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured stall be come due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the hight to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage del. 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 r. pet sees 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, outlay for locumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended an may of the decree jo of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar stall 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 where ce 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. In addition, in expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immufilately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connect, on with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall is a pit type their as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; 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; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of su
- 8. The proceeds of any foreclosure sale of the premises shall be distribute and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all stable in ms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness administration of the constitution of the proceeding paragraph hereof; second interest thereon as herein provided; third, all principal and interest remaining unpair; 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 Trust Deed, the four tin which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without negard to the solvency or insolvency 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 there occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Sua receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of the sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times where Mr. Agagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be received as a subject of the profits of the profits of said or in 1. 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 int. of dness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become survivor on the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in ease of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject o 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 times and or sess thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be colligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for a v p s v 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 in committee 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 in a line debtedness secured 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 exhibit to Trustee the principal note, representing that all industed bereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor 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 conforms in substance with the description herein contained of the principal 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 accept 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 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 tile, 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 w	ithin Trust	Deed h	as beer
PORTANT						

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.

identified herewith under Identification No	
Truste <del>e</del>	

24947180

COLUMN TO SERVICE