UNOFFICIAL COPY

	E E. COLE® . FORM No. 206		
	AL FORMS September, 1975	Secure To June	in.
976W *	TRUST DEED (Illinois) For use with Note Form 1448 onthly payments including interest)	24 950 352 *2495035	2
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⊣		Above Space For Recorder's Use Only	
O THI', IN	1 ENTURE, made May 5 1979, between Anna Welsh, his wife	Michael J. Welsh and herein referred to as "Mortgagors,	
	Bank of Commerce in Berkeley		 ,
termed "	fe red o as "Trustee," witnesseth: That, Whereas Mortgagors are justly Installand. Note," of even date herewith, executed by Mortgagors, mad	e payable to Bearer	
o and deliv	ered, in an (1) which note Mortgagors promise to pay the principal sum of (235,000,00)	of Thirty-Five Thousand Dollars, and interest from <u>date</u>	
on the ba	lance of principal -m ining from time to time unpaid at the rate of 1.0 rable in installments as follows: Three Hundred Twenty-	per cent per annum, such principal sum and int	lerest
to be pay on the _	lst day of caly 19 79, and Three Hundred	red Twenty-Five or more Do	ollars ollars
sooner na	1st day of each and every north thereafter until said note is fully paid, shall be due on the, ay of, June, 1\$2004	all such payments on account of the indebtedness evide	need
by said n of said in	ote to be applied first to accrued and, aid interest on the unpaid princi stallments constituting principal, to the e tent not paid when due, to be	pal balance and the remainder to principal; the portion of ear interest after the date for payment thereof, at the rai	each
	per cent per annum, and all such pa ments being made payable at Be	me to time, in writing appoint, which note further provides	that
contained	tion of the legal holder thereof and witho the face, the principal sum remain once due and payable, at the place of payment for aid, in case default shall in accordance with the terms thereof or in cased default shall occur and con in this Trust Deed (in which event election may be face at any time after reto severally waive presentment for payment, noted of dishonor, protest	the expiration of said three days, without notice), and the	shall cipal ment it all
NOW limitations	THEREFORE, to secure the payment of the said principals on of mone of the above mentioned note and of this Trust Deed, and the performa	ey and interest in accordance with the terms, provisions nee of the covenants and agreements herein contained, by	and the
Mortgagor Mortgagor	of the above mentioned note and of this Trust Deed, and the performas to be performed, and also in consideration of the stan of One Dollat sby these presents CONVEY and WARRANT unto the "standard its or their estate, right, title and interest therein, situate, lying and being in the	in hand paid, the receipt whereof is hereby acknowled is successors and assigns, the following described Real Es	lged, tate,
	ye of Bellwood , COUNTY OF Cost	AND STATE OF ILLINOIS, to	wit:
	North 38.0 feet of the South 267.5 fee		•
	l Company's Garden Home Addition, being t fractional 4 of Section 8 and that pa		
Wes	t % of Section 8, lying South of the In	dian Boundary Line and	
	th of the Butterfield Road, Township 39 rd Principal Meridian, in Cook County,		
TOG	n the property hereinafter described, is referred to herein as the "premise THER with all improvements, tenements, easements, and appurtenances	thereto belonging, and and ents, issues and profits thereof	for
so long an	d during all such times as Mortgagors may be entitled thereto (which rent state and not secondarily), and all fixtures, apparatus, equipment or artic light, power, refrigeration and air conditioning (whether single units or the foregoing), sereens, window shades, awnings, storm doors and windows,	s, issues and profits are p' deed primarily and on a parity t les now or hereafter there in o, thereon used to supply he controlly controlled) as yestilation including the house	with leat,
of the fore	going are declared and agreed to be a part of the mortgaged premises who	ther physically attached thei to or not, and it is agreed	mai
all building cessors or	is and additions and all similar or other apparatus, equipment or articles assigns shall be part of the mortgaged premises.	hereafter placed in the premises by M agors or their s	suc-
and trusts	AVE AND TO HOLD the premises unto the said Trustee, its or his succeederein set forth, free from all rights and benefits under and by virtue of the said that the said tha	essors and assigns, forever, for the purposes and upon the the Homestead Exemption Laws of the State of Illinois, wh	uses nich
This 7	and benefits Morigagors do hereby expressly release and waive. Trust Deed consists of two pages. The covenants, conditions and provision rated herein by reference and hereby are made a part hereof the same as	is appearing on page 2 (the reverse side of als Trust Do	eed)
Mortgagor	their heirs, successors and assigns. It is the hands and seals of Mortgagors the day and year first above writter		
	mode Milled	Cherry 1220 als	
	PLEASE PRINT OR TYPE NAME(S) Michael J. Welsh	(Scal)(Sahna Welsh	eal)
	BELOW SIGNATURE(S)	(C-a)) (S	eal)
		(Scal)(Sc	
State of Illi	in the State aforesaid, DO HEI	I, the undersigned, a Notary Public in and for said Cour PERV CERTIEV that Michael J. Welsh	aty,
Salar S	and Anna Welsh,	his wife	
20	personally known to me to be the subscribed to the foregoing instr	ne same person S whose name S are ument, appeared before me this day in person, and acknow	wi-
200	edged that they signed, scale	d and delivered the said instrument as their	
	free and voluntary act, for the u waiver of the right of homestead	ses and purposes therein set forth, including the release a	uta
Given unde	######################################	y of	<u>)</u> .
Commission	₹81 5864 582640 - 1,0 ×1, Λ	Nothry Pub	lic
* .	ment was prepared by	/ / / / / / / / / / / / / / / / / / / 	_
	(NAME AND ADDRESS)	RESS OF PROPERTY:	્ર
		eliwood, illinois	3
MAIL TO:		ABOVE ADDRESS IS FOR STATISTICAL COSES ONLY AND IS NOT A PART OF THIS OF THE PROPERTY OF THE P	,
	CITY AND BATTALAY TIL 60163	Michael J. Welsh	
	(STATE ZIP CODE GOLGS)		i ii

RECORDER'S OFFICE BOX NO....

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 on expressly subordinated to the lien hereof; (4) pay when (dup; 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 so 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 mortage 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 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 programments, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all er present of the protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which produce the contest and tax of the protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which produce the contest and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which produce the mortgaged produce and payable wave. In tice 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 variety of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustr or ic holders 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 it to ite validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors show pay each 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 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 care of the shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby; cured shall 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 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 mort, are debt in any suit to foreclose the lien hereof, there shall be allowed and included as additional included as included as additional included as included as additional included as the estimated as to items to be expenses which may be paid or no behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, out are rentry of the decree) of procuring all such abstracts of title, title searches and costs (which may be estimated as to items to be expense. An erentry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and imility of an adasturances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such as a constant of the title to or the value of the premises. In a did not, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby an immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the nor in a meetion with (a) any action, suit or proceeding, to undersoft the productions or the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) product and bankruptey proceedings, to which either of their shall be a party, either as plantiff, claimant or defendant, by reason of this Trust peed or any indebtedness hereby secured; or (b) preparations or the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) pr
- 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 uch items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebt of us. dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining upp d. Ourth, 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 Dec. 1. Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale another notice, without regard 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 then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such 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 a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time. We in Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which means the content of the premised during the whole of the rends. 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 influence secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien while may be or become surface to fine the first herefore or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the content of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the sale and the content of the premise during the
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by oblitate to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any part 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 in termities 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 and all indebtedness 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 muct wines thereby secured has been paid, which representation Trustee may accept as true without noting. Where a release is requested of a successor rust, e, such 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 described nervine in 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 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.

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.

Bank of Commerce in Berkeley