## **UNOFFICIAL COPY**

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GEUNGE E	. COLE*	FORM No. 206			
LEGAL F	ORMS	May, 1969	والمعرفي والمراجع والمحاورة		e e e e e e e e e e e e e e e e e e e
			- 0 48		Circle State of the
E	TRUST DEED ( or use with Note lly payments Incl	Illinois) 1977	SEP 12 AM 9 48	24 100 048	
(Month	ly payments incl	uding interest)	SEP-12-77 4	40282 6 24100048 4 A	rec 10.00
				Edwood A	1.00 10.00
		1		The Above Space For Recorder's Use Or	nly
THIS INDE	NTURE, made	Septem	ber 6, 19 77 h	etween Floyd Sims and Bar	bara Sims, his
	wife a	nd Gladys	Edwards	herein refer	rred to as "Mortgagors," and
			Fust Co. N. A.	المراجع والمراجع والمناز والمن	And the second of the second o
herein referre termed "Inst	ed to as "Trus allment Note,"	t e," mitnesseth: of even date he	That, Whereas Mortgagors are rewith, executed by Mortgago	instly indebted to the legal holder of a rs, made payable to Bearer	principal promissory note,
and delivered	l, in and by wh	ich pat Morteig	ors promise to pay the principa		
			lred Ninety Six &	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
to be payabl	le in installmen	nts as follows: S	xty Six and 61/	100 Six and 61/100	The state of the s
on the 20	th day of	October	1 77 and Sixty S	Six and 61/100	Dollars
on the 20	En day of eac	h and every mon	in thereafter until said note is	fully paid, except that the final payment of 9 82; all such payments on account of	principal and interest, if not
sooner paid, by said note	shall be due or to be applied t	irst to accrued ar	nd unpaid or rest on the unpa	<ol> <li>Q2; all such payments on account of id principal balance and the remainder to p</li> </ol>	the indebtedness evidenced incinal; the portion of each
of said insta	Ilments constit	uting principal, to	o the extern not poid when d	id principal balance and the remainder to p ne, to bear interest after the date for pays Albany Bank & Trust Co	nent thereof, at the rate of
per				, from time to time, in writing appoint, which	
at the election	n of the legal be	older thereof and	without notice, the principal sur	m remaining unpaid thereon, together with a	cerned interest thereon, shall
or interest in	accordance wit	h the terms thereo	of or in case default same accur	ndt shall occur in the payment, when due, of and continue for three days in the perform	ance of any other agreement
parties theret	o severally wai	l (in which event we presentment fo	election may be made at any fi or payment, notice of dis	and continue for three days in the perform re after the expiration of said three days, profest and notice of profest.	without notice), and that all
				of money and interest in accordance with performance of the covenants and agreeme	
Mortgagors 1	o be performe	d, and also in co	onsideration of the sum of Or	ie Follar in hand paid, the receipt where its or his successors and assigns, the follo	of is hereby acknowledged,
and all of th	eir estate, right	i, title and interes	d therein, situate, lying and be	ing in the	wing described Real Estate,
	City of (	Chicago	COUNTY OF CO.	k AND STA	ATE OF ILLINOIS, to wit:
Tak 20	1 1		o prijalije ne		
Section	123. UO	2 in Var     when 30	ice & Phillips Bo	ulevard Addition in the E. of the rd Principa	N. W. 1/4 of
Cook Co	unty, I	llinois.	Noten, Range 13,	E. Of the rd Principa	ii Meridian, in
				$\sim$ 11	) /
					20 =
				40	<u></u>
which, with	the property he	ereinafter describe	ed, is referred to herein as the	"premises,"	some and profits thereof for
so long and	during all such	times as Mortgag	gors may be entitled thereto tw	rtenances thereto belonging, and all tous thich tents, issues and profits are pledged p	may ily and on a parity with
gas, water, h	ight, power, re	frigeration and a	ir conditioning (whether single	t or articles now or hereafter therein or units or centrally controlled), and ventila windows, floor coverings, inador beds, sto	tio , including (without re-
of the forego	ing are declare	t and amind to b	be a part of the martinual pro-	mises whether physically attached thereto c r articles hereafter placed in the premises	or t and it is agreed that
all buildings	and additions	a ana agreca to i	be a part of the mortgaged free		A de la
cessors or av	signs shall be p	art of the mortga	ged premises.		
TO HA	VE AND TO I rein set forth,	art of the mortga HOLD the premis free from all righ	iged premises. ses unto the said Trustee, its o hts and benefits under and by	r his successors and assigns, forever, for the virtue of the Homestead Exemption Laws o	purpose an argain the uses
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RECORDER'S OFFICE BOX NO

## 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 mechanics liens to fluen 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 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 hereander 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 highting 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 mort gone clause to be attached to each policy, and shall deliver all policies, included additional and renewal policies to holders of the note, and it 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 a default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mossaga is in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encursates and any notion and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encursates and any notion any tax of assessment. All moneys paid for any of the purposes herein authorized and all expenses by on or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by I tostee or the holders of the note by a potent he mortgaged premises and the lien hereof, plus reasonable compensation to I tustee 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 nor e.g. with interest thereon at the rate of seven per cent per animum. Inaction of I trustee on holders of the note shall never be considered as a wary, of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee of the boar's of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the "obor" of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof.
- 6. Mortgagors shall pay each it no of indebtedness herein quentioned, both principal and interest, when the according to the terms hereof.

  At the election of the holders of the principal note, and without notice to Mortgagors, all impaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal rate 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 deform shall occur and continue for three days in the performance of any other agreement of the Mortgagors.
- For the indebtedness hereby sec red by a 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 are the right to foreshose the lien hereof and also shall have all other rights provided by the laws of Illinois for the offorcement of a nontrage deal. In any sort to foreshose the lien hereof, there shall be allowed and included as additional in debtedness on the decree for sade all expenditures and yar years which may be paid or metitred by or on behalf of Trustee or holders of the inter-to-attorneys' fees, Trustee's frees, appraises tyles, outlars to be expended after only of the decree in procuring all such abstracts of the, title searches and examinations, guarantee policies, forcens certificates, and ain deal of a right decree in procuring all such abstracts of the life, title searches and examinations, guarantee policies, forcens certificates, and ain deal of a right and assumances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such said or it exists to be deviced at any safe which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and as a coley due and payable, with interest thereon at the rate of seven per cent per anomal, when paid or mentred by Trustee or holders of the in the conditions and expenses of the further of any such or proceeding, including but not immediate to probate and bank rights per purchased whether or not actually commenced, or (c) preparations for a commencement of any suit for the functionine for a first and payable, with or the functionine for any threatened sort or proceeding which might affect the probate and bank rights because of the foreign and in the fellowine necessor of proceedings which might affect the probate of the security bered, wheth
- 8. The proceeds of any foreclosure sale of the premises shall be di-tribut d and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, includin, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indexect assaultational to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpilet 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 Trus. D<sub>1</sub> d, 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, so at notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the fact which is the first of the premises or whether the same shall be then oscupied as a homesteral or not and the Trustee hereinder may be appointed as such receiver. Such receiver shall have power to collect the reinty issues and profits of said premises during the pendency of such foreclosure suit and, in cole of a sake and a deficiency, during the full statutory period for redemption, whether there he reclimption in not, as well as during any further, may so ben Mortgagors, except for the intervention of rach receiver, would be entitled to collect such reinty, issues and profits, and all other powers which may be necessary or are issual in such cases for the profits closure, possession, control, intangement and operation of the premises during the whole of significant and profits and such cases for the profits of the deficiency in case of a sile and officiency.

  10. Silection for the advancement of the bor of the first of the profits of the profits of the profits of the profit of the profits of the profits of the first profit of the profits of the profits of the profits of the profits of the profit of the profits of the profits
- 10. No action for the enforcement of the hen of this Trust Deed or of any provision hereof shall be onect to any defense which would not be roud 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 rins care access thereto shall be permitted for that purpose.
- 12. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall I usee be obligated to record this Irust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable 1%, 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 'ne may require indemnities satisfactory to him before exercising any power herein given.
- ansatury to aim before exercing any power herein given.

  13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory rider, e that all indebtedness seemed by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and a their quest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that a be described as been paid, which representation Trustee may accept as true without inquiry. Where a release is requested on a size we trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purposing to be executed by a prior trustee herein designated as the makers thereof; and where the release is requested of the original trustee and be has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine and bear independent of the principal note 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 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 ...ve

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 been

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTIEF, BEFORE THE
TRUST DEED IS RECORD.

identified herewith under Identification No.

Trustee

