4 181 710 1977 NOV 7 AM 11 33 NOV--7-77 4 7 3 4 0 2 0 24181710 4 A --- Rec TRUST DEED (Illinois) for use with Note Form 1449 terest in addition to monthly principal payments) 10.00 The Above Space For Recorder's Use Only 28, October John A. Bradley and Wealthy Bradley, THIS INDENTURE, made 19_77_, between . His Wife herein referred to as "Mortgagors," Midlothian State Bank, A Banking Corporation herein referred to as "Trustee," witnesseth: City of Blue Island Cook COUNTY OF . AND STATE OF ILLINOIS, to wit: Lot 21 in Block 4 in W. L. De Wolf's Subdivision of part of the North West quarter of the South West quarter of Section 1, Towner's a 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois which, with the property hereinaster described, is referred to herein as the "premises",

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances the composition of the property hereinaster thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pled ed p imarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereaster therein or there in used by supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including two testricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heat so All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparates, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, for ever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestend exercition Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 the reverse side of this Trust Deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, a cessors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) John A. Bradley Wealthy Br. - 1.6 State of Illinging in the State aforesaid, DO HEREBY CERTIFY that John A Bridgey and Wealthy Bradley, His Wife personally known to me to be the same persons, whose name above. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the GY signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seat, this Commission expires My Commiss This Document prepared by:

day of ____

ADDRESS OF PROPERTY: 3137 West 141st

SEND SUBSEQUENT TAX BILLS TO:

Place

Blue Island, Illinois 60406

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

(Name)

(Address)

This Document prepared by: Edna M. Vyhanek 3737 West 147th St., Midlothian, Illinois 60445

MAIL TO:

OR

NAME Midlothian State Bank

ADDRESS 3737 West 147th St.

RECORDER'S OFFICE BOX NO.

STATE Midlothian, Ill. ZIP CODE 60445

19.77

DOCUMENT NUMBER

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 building, 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 pennity attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer severe 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 hereinder 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 clause to be attached to each noticy, 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem rom any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized at dall expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the colders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning with action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and anythe without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be con idered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate procured from the accuracy of such bill.
- 6. Myth, or is shall 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 any toing 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 in circus, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagory. herein contained.
- 7. When the indebte as shereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the ote or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the law of Illinois for the enforce per of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional inselectedness in the decree for set all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraining fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to iter stote expended after entry of the decree of procuring all such abstracts of tile, title scarches and examinations, guarantee policies, Torrens (ertificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procure set in extended the expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness; eer ed hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or no, lers of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to v hie' e' aer of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or no lers of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to v hie' e' aer of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or no lers of the note in connection with (a) any suit for the foreclosure hereof after accrual of such right to foreclos
- 8. The proceeds of any foreclosure sale of the pointset shall be distributed and applied in the following order of priority: First, on account of all costs and expenses includent to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constance accorded indebtedness additional to that evidenced by the note hereby secured, with interest therein provided; third, all principal and neer st 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 ore lose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either bute of 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 then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be apploined as a such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such forcefor are 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 times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the receiver to apply the net income in his hands in payment in whole or in lant of: (1) The indebtedness secured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forcelosure sale; (2) the deficiency is assessed and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision bereof 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 home provided.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all cosonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premise, or shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms here to 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 of Trustee, 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 any factory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof, and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, epr saning that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is equivalent of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purports to be executed by a prior trustee hereinder 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 principal 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 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.

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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.									
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		Tr	ustee						

The Installment Note mentioned in the within Trust Deed has been

