UNOFFICIAL COPY

OR

RECORDER'S OFFICE BOX NO.__

FORM No. 206 September, 1975

TRUST DEED (Illinois)

24 225 629

).C.

(M	For use with Note Form 1448 lonthly payments including interest)	1		•	
		DEC6-77	490232 0 2	142256 29 - A	se Dan 10 a
			The Above Space For		* M3C 10.0:
20112	Decembe	r lst 77 .	•	•	
THIS IN	DENTURE, made Decembe SHI	RLEY HARMON LAWS, CHARLOTTE KWASIGR	his wife	herein referred to a	s "Mortgugors," and
herein re termed "	ferred to as "Trustee," witnesseth Installment Note," of even date I	That, Whereas Mortgagors are herewith, executed by Mortgago	e justly indebted to the rs, made payable to Be	legal holder of a princip arer	al promissory note,
	ered, in and by which note Mortga			interest from date of	disbursement
to be pay on the on the	lance of principal remaining from table in installments as follows: 1.5t day of January day of each and every mo 1.8 M 1.8 M 2.8	THREE HUNDRED & no. 1978, and THREE HU 1978 thereafter until said note is	o/100 (\$300.00 JNDRED & no/10 fully paid. Z來野水地北京 9XXXX all such paymen	or more 0 (\$300.00) or markers was been as the index	Dollars MOYE Dollars IZMENERS WITHEREN Abtedness witherend
at the elec	per cent r r ar am, and all such page or is chother place as tion of the legal not let thereof and once due and r and r and at the place in accordance with the terms there in this Trust Deed (i av ich event reto severally waive pres n and l	the legal holder of the note may, without notice, the principal sur of nayment aforesaid, in case defi-	from time to time, in write remaining unpaid thereough shall occur in the pays	iting appoint, which note f on, together with accrued in	further provides that interest thereon, shall
SICH	THERFORE, to secur the pay of the above mentioned note is to be performed, and also a case their estate, right, title and it ere of Chicago	mant of the call principal curs	of money and interest in performance of the covern e Dollar in hand paid, t its or his successors and ing in the	s account to the contract of t	ms, provisions and n contained, by the reby acknowledged, cribed Real Estate,
	Lots 31, 32, 33, 3	4, 35, and 36 in	Block 43 in Ca	remin and Bren	an's Fair-
view Park Subdivision of Certain Blocks and parts of Blocks in Crosby and other's Subdivision of that part of the South half				of Section	
5, Township 37 North, Range 14 East of the Third Principal Meridian, lying					
West of Right of Way of the Chicago Rock Island and Pacific Railroad Co.					
except that part of said premions lying South of a line 54.0 ft. Nor and parallel with the South 1 me of said Section 5, conveyed to the of Chicago by Quit Claim Deed P. Corded Aug. 22, 1930 as Doc.10732542					5 the City 732542 in CCI
which, with TOGH so long an ild real eggs, water, stricting dief the fore all building cessors or TO H and trusts said rights This T are incorpos Mortgagors	h the property hereinafter describ- ETHER with all improvements, to d during all such times as Mortga- state and not secondarily), and al- light, power, refrigeration and a he foregoing, screens, window sha going are declared and agreed to 128 and additions and all similar or assigns shall be part of the mortga AVE AND TO HOLD the premi- herein set forth, free from all right and benefits Mortgagors do heref Trust Deed consists of two pages, rated herein by reference and here t, their heirs, successors and assigns so the hands and seals of Mortgago is the hands and seals of Mortgago	ed, is referred to herein (a) the mements, casements, and a pur- tors may be entitled thereto Col- l fixtures, apparatus, equipment ir conditioning (whether single- des, awnings, storm doors and vo- es a part of the mortgaged prem- other apparatus, equipment or ged premises, escunto the said Trustee, its or its and benefits under and by vi- yy expressly release and waive. The covenants, conditions and by are made a part hereof the s s.	"premises," changing control of the	e, and all rents, issues and its are pledged primarily at fifer therein or thereon us led), and ventilation, incl- inator beds, stoves and trached thereto or not, an- in the premises by Mortg , forever, for the purposes, emption Laws of the State mage 2 (the reverse side of	profits thereof for do no a parity with the do supply heat, using (without rewater heaters, All di it is agreed that agors or their sueand upon the uses e of Illinois, which f this Trust Deeth)
Withe	s me namus and scars or mortgag		· william	マクソハ	/
PLEASE PRINT OR SH		HIRLEY HARMON LAW	19 WT	LLIE LAWS	Mus (Seal)
	BELOW	VIII 10 1	,n	100.00	
	SIGNATURE(S)	2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	(Seal)		(Seal)
State of Illin	ois, County of COO	in the State aforesaid, I	OO HEREBY CERTIFY	that SHIRLE' FA	d for said County. RMON LAWS
or.	A D V SIMBRIA O	and WILLIE I	AWS to be the same person.	C whose name C	
2 40	TARY COMPA	subscribed to the forego	ing instrument, appeared	before me this day in pers	
5. PI	BLIC	edged that <u>they</u> sign free and voluntary act, f waiver of the right of ho	ed, sealed and delivered the or the uses and purposes	he said instrument as therein set forth, includin	g the release and
$c_{j_{\alpha}}$		10-1	- i Kalir	10 1	, 17
Given under Commission	expires	19.7.7.	day of 27216	alde 1	19//
This instru	nent was prepared by	955 BY		ν	Notary Public
12 S.	(NAME AND ADDRES	5 <mark>)</mark> L 83338	ADDRESS OF PROPE		ا ا
	NAME		Chicago, Il		4225
MAIL TO:	ADDRESS	}	PURPOSES ONLY AND TRUST DEED SEND SUBSEQUENT TA	IS IS FOR STATISTICAL IS NOT A PART OF THIS	[영 -
	CITY AND	7/0.0055	JEND JUBBEQUENT 17	A DILLO IV.	NUM T
	(STATE	ZIP CODE	(N	ame)	Maria Cara

JNOFFICIAL COP'

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.
- 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 indeltedness 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 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax fien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax fien or other prior lien or title or claim thereof, or redeem holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee 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 notice 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 waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders 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 inquiry into the accuracy of such bill, statement or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- a. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. As the creation of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not vith a inding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of processing a reinterest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein to ratio 4.
- herein et alia. 3.

 7. We an he indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration of therevise, hold a soft the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the law of filmois to the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decidence, or for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys lees. Trustee's fee appraise's ness, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be eatin, "distributed to the stenographers," therefore the continuous guarantee policies for rens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either as proceed such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true continuous of the title to or the view of the process section hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurre, by "the or holders of the note in connection with (a) any action, sait or proceeding, including but not limited to probate and bankruptey proceedings to which either of them shall be a party, either as plaintiff, chaimant or defendant, by reason of this Trust Decd or any indebtedness hereby view do (b) (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not accusally a magnetic proceeding including but not limited to probate and bankruptey proceeding, which is the or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, wither or not accusally commenced.

 8. The proceeds of any foreclosure st
- 8. The proceeds of any foreclosure state on the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the force sure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, and tute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all prin pal at d interest 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 completed to proceed this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be marked near before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, as a 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 so, a fixe lossure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or ot, as let so during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits of all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the printedion, possession, control, management and operation of the printedion, possession, control. 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 decrete forcelosing this Trust Deed, or any tax, special assessment or of safe in 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 definition is case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any prevision 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 not hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the pier see at all reasonable 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 previous nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terois hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or an ployees 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 are catation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and delive 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 ante, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of destilication purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the original trustee and he has never executed by the persons herein designated as the makers thereof; and where the release is request a of the original trustee and he has never executed any note which may be presented and which conforms in substance with the 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 systemment 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 exceeded the principal note, or this Trust Deed.

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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

Trustee

END OF RECORDE