## **UNOFFICIAL COPY**

1978 FEB 15 AM 11 23

RECONUED OF CLEOS

TRUST DEED

FEB-15-73

00344

THE ABOVE SPACE FOR RECORDERS USE ONLY

24327403 A - REC

10.15

DUS INDENTURE, made

November 1st 19 77 , between

3 LOUARD MACOMBER AND ELEONORE D. MACOMBER, his wife herein referred to as "Morigagors," and CHICAGO TILLY AND TRUST COMPANY an Illinois corpe aton doing business in Chicago, 6Brois, herein referred to as TRUSTLE, witnesself: THAT, WHE'LAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note Cersinafter described. said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

and delivered, in and by which void Note the Mortgagors promise to pay the said principal sum and interest from February 1st, 1973 on the balance or principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as rollows.

(\$107.32) One Hundred Seven and 22/100's---- Dollars on the lst 19.78 and 2407.32 One Hundred Seven and 32/100's Dollars day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, slidt be due on the 18t day of January All such payments on account of the indebtedness evidenced by aid note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal; of each instalment unless paid when due shall bear interest at per annum, and all of said principal and price; t being made payable at such banking house or trust Illinois, as the bilders of the note may, from time to time, in writing company in appoint, and in absence of such appointment, then at the office of Irwin Award Rossnagel

MINIO COST.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money an said in test in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein continued, by 'A. Mortgagors to be performed, and also in consideration of the sum of One Pollar in hand paid, the recept wherein is hereby acknowledged, or, also presents CONPYE and WARRANT unto the Trustee, its successors and assigns, the following described Real Bistate and all of their extate, right, title and is consideration with the properties of the properties

Lot 17 in the subdivision of Lots 1 to 15 both inclusive in slr 1 and Lots 3 to 45 both inclusive in Block 1 and Lots 1 to 14 inclusive in Block 2, all in Frank Nowak's Subdivision of the Southwest 1/4 of the Southwest 1/4 of the southwest 1/4 of the Southwest 1/4 of the Third Principal Meridian, in Cook County, Illinois.

trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

Leonard Macomber

STATE OF ILLINOIS,

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

1. Mortgagus shall (1) printingly repair, restore or rebuild any buildings or improximents now or hereafter on the premises which may become damaged of be destroyed; (2) keep said printies in good condition and report, without waste, and free from mechanic's or other here or claims for here our expressly subordinated to the hen hereof; (3) pay when due any indebtedness which may be secured by a here or claims or the premises superior to the hen hereof, and upon require exhibit satisfactory evidence of the distribute of the printing in the profile of the inter-(4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises except as required by Jaw or maintipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by Jaw or maintipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by Jaw or maintipal ordinances with respect to the approximation of the premises when the cand offset charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note 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 context.

and other context.

A Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or 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 prayine, in case of loss or damage, to Trustee for the benefit of the holders of the note, such it is to be evidenced by the standard mortgage clause to be attached to each policy, and shall delicer renewal policies, to 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 delicer renewal policies, to holders of the note, under all policies, including additional and renewal policies, to holders of the note and in case of insurance about to expire, shall delicer renewal policies in any form and manner decemed expedient, and may, but need not, make full or payment or perform any act hereinbefore required of Mortgagors in any form and manner decemed 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 wettle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or reference affectine said premises or context any tax or assessment. All moneys paid for any of the purchase between the mortgaged premises and the 'a.'s he of, plus reasonable compensation to Trustee or honeys paid and to the payment of the note to protect the mortgaged premises and the 'a.'s he of, plus reasonable compensation to Trustee or location and the payment of any default between the resonable compensation to Trustee for each matter concerning which attain herein authorized may

or in this Trust Deed 1: be contrary, become due and psyable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, c. (c.) when default shall occur and continue for three days in the performance of any under agreement of the Mortgagors berein contained.

7. When the indebtedue, there, we cared shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien betroff. In an one to foreclose the lien hereoff, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which in a part principal or interest on the principal or and the principal of the decree of principal gal such abstracts of title, title searches and examinations of the interior policies. Torriers certificates, and similar data and assurances with respect to title as To ace or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had put and to a "decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned with the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned with the contract by Trustee or holders of the note in connection with (1) any proceeding, including probate and bankruptey proceedings, to which either with substitute of the contract of the principal and the process of the note in connection with (1) any proceeding, including probate and bankruptey proceedings, to which either with substitute and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure for the propagations of the connections with the process of any foreclosure sale of the premises of the premises of the premises incident to the foreclosure for the premises of the distributed and applied in

11. Trustee or the holders of the note shall have the right to inspect the premises at all casor ble times and access therete shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises of a magnitude of the signatures of the inclusive, capacity, or auditority of the signatures on the note of trust deed, not so shall Trustee of signal cross of the other or trust deed, not shall Trustee of signal or conditions that deed not of exercise any power herein given unless expressly obligated by the terms hereof, nor be hable for any acts or omissions be a deed, except in case of its own grows negligence or missionduct or that of the agents or employees of Trustee, and it may require indemnities satisfactor, on the fonce—civing any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactor, where the stall undebredness secured by this trust deed has been fully point; and Trustee may except as true without inquiry. Where a release is requested of a successor trustee hereby occured as been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee hereby occured as been paid, which representation the description herein contained of the mute and which purports to be executed by the persons there in designated as the nack as thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it in a vace—as the note and which conforms in substance with the description herein contained of the note and which conforms in substance with the description 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 resignation, inability or refusal to act of Trustee, the then Recorder

## IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DELD IS FILED FOR RECORD.

Identification No. 621659 1mm

CHICAGO TITLE AND TRUST COMPANY, Trustee.

Truste

MAIL TO:

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skear 60181

PLACE IN RECORDER'S OFFICE BOX NUMBER.

ND OF RECORDED DOC

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