## UNOFFICIAL COPY

GEORGE E. COLE* FORM No. 206 LEGAL FORMS September, 1975	_ ~298
	1980 MAR 31 AM 10 56 25407398
TRUST DEED (Illinots) For use with Note Form (448) Monthly payments including interesti	
	The Above Space For Recorder's Use Only
HIS INDENTURAR . November	그리는 사회 (최고보다)에 2.7개를 두 하고 아이는 사람들은 사람들이 가지만 하는 것으로 사용하다.
	herein referred to as "Mortgagors," an
Mid City Lan's a & Supply tein referred to as "I' as'ee," witnesseth: That em date herewith the supply tein date herewith the supply the supply the supply terms of the supply t	<ol> <li>Y. Co., Inc.</li> <li>Whereas Mortgagors are justly indebted to the legal holder of a principal promissory not ith, executed by Mortgagors, made payable to Beater.</li> </ol>
id delivered, in and by which note afort agors p	promise to pay the principal sum of Five: Thousand Two Hundred Dollars, and interest from
Thirty and 56/00	to time unpaid at the rate of 17.60 per cent per annum, such principal sum and intere
be payable in installments as follows: OHE	Dollar Bundand Firsh and 97/00
it is of each and every month to	co a smith said note is trilly partice every that the than particle and the said the
one paid, shall be due on the day of	of the property of the support principal balance and the remainder to principal, the portion of car impaid in rest on the support principal at the rate.
said installments constituting principals to the	ne exten not r lid when due, to bear anterest after the outer to parameter the parameter of parameters after the outer to parameters after the outer to parameter the parameters after the outer to parameters after the outer to parameter the parameters after the parameters aft
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interest in accordance with the which event elect	tion may be made at an time after the expiration of
NOW THEREFORE, to secure the payment	sayment, notice of disk or at protest and notice of protest in accordance with the ferms, provisions at it of the said principal st in of many and interest in accordance with the ferms, provisions at this Trust Deed, and the per ormal ce of the governant, and agreements herein contained, by it this Trust Deed, and the per ormal ce of the governant, and agreements herein contained, by the decirity of the sum of One Dollar in hand, paid; the receipt whereof as hereby acknowledge deration of the sum of One Dollar in hand, paid; the receipt whereof as hereby acknowledge deration of the sum of One Dollar in hand, paid; the receipt whereof as hereby acknowledge deration of the sum of One Dollar in hand, paid; the receipt whereof as hereby acknowledge.
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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 or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pages and again debtedness which may be formed the remaining the premises superior to the lien hereof, and upon request exhibit obstactory due any indebtedness which may be found that the premises of second prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building so 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 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 usessment which Mortgagors may desire to contest.
- 5. Morty ors, hall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and with a rm 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 use of loss or damage, to Trustee for the henefit of the holders of the note, such rights to be evidenced by the standard mortification of the cost of 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 aer in, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in. 9 for an and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and prehability of the proposed of the proposed of the prior of the prior of the prior elamineters of the prior of the purposes herein authorized from any lay sale or forfeiture it eving said premises or contest any tax or assessment. All moneys part of the purposes herein authorized and elapsesses paid or incurred it, evincetion therewith, including reasonable attorneys leaves other moneys advanced by Trustee or the holders of the note to protect the mitter of premises and the lien hereof, plus reasonal secured hereby and shall become immediately due, and which action herein authorized may be usen, shall be so much additional interest of the proposed of the note to the mineral of the root at the rate of eight per emperation. In action of Trustee for holders of the note shall, never be considered as a waiver of any right are raise to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of one note hereby secured making any payment hereby authorized relating to taxes or assessments, may so according to any bill, statement or estimate or or tred from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or take or claim thereof.
- 6. Mortgagors shall pay each item of indebted ess herein mentioned, both principal and interest, when due according to the terms hereof the cleetion of the holders of the principal note, and with the cleetion of the holders of the principal note and with the contrary, become due and payable when default shall occur in payment withstanding anything in the principal note or in this T ast D ed to the contrary, become due and payable when default shall occur in payment without principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors are contained to the performance of any other agreement.
- 7. When the indebtedness hereby secured shall become are a hether 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 the close the lien hereof and also shall have all other rights provided by the law of Illinois for the enforcement of a mortgage debt. In any suit to the close we the lien hereof, there shall be allowed and included as a addition, all expenditures and expenses whith my be paid or interred by or on helaff of Trustee or holders of the access of the control of
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and app. [4] Sellowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as at mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that cidenced by the note hereby secured, with native thereon, as herein provided third, all principal, and interest remaining unpaid, fourth, any certain 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 Deed, the Court each such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without gain to the solvency or insolvency or Mortgagors at the time of application for such receiver and without regard to the then value of the premises or hether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such the teetwe shall have power to collect the rents, occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such the solvency during the full statutory source and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a belief ey, during the full statutory source and profits, and all other powers which may be necessart. At reasonable the protection, possession, control, management and operation of the premises during the whole of The indebtednesses of the profit of the protection of the premises during the whole of The indebtednesses of the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defe se which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 1. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access the et-shall be mitted for that purpose.
- 1. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or 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 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 that 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 debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release in requested of a success of invokes hard either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without nquiry. 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 identification purporting to be executed by a prior trustee hereunder or which conform in substance, with the described herein, the final note and which purports to be executed by the persons herein designate as the makers thereof; and where the release is requested of the original trustee and involved the conformal 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.
  - 4. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall be

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 count is which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers an in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and which is a situated shall be second Successor shall be entitled to reasonable compensation for all acts performed hereunder 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 the Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payme 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 TRUSTEE. BEFORE THE TRUST DEED IS FILED FOR RECORD.

Trustee

END OF RECORDED DOCUMENT