UNOTICAL COPY

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			COOK COUNTY II I MOSO Section R. Allege
		1	FILED FOR RECORD
	TRUST DE	ED (Illinois)	HOOD MAY COME
	For time with it	tele Forst 1448 i Including Interest)	1980 HAY -9 PH J: 33 25452240
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			and the first of the first will be a single for the first weather the first the second of the secon
第 〇	3:5		The Above Space For Recorder's Use Only
1 5	THIS INDENTURE, m	adeApril 2	6. 19 80 between Devon Bank
と 調		± # 4035	herein referred to as "Mortgagers," :
	Devon	Bank, an Illinoi	s_Banking_Corporation
3	berein referred to as "T	rustee," witnesseth: That,	. Whereas Mortgagors are justly indebted to the legal holder of a principal promissory no h, executed by Mortgagors, made payable to Bearer
	termed in terment Not	te, or even date nerewitt	n, executed by mortgagors, made payable to nearer
	and delivere , in and by	which note Mortgagors pr	romise to pay the principal sum of Fourteen Thousand
0	no the balance of meionic	nal manafatina from time t	to time unpaid at the rate of 18.00/diminal percentage facetpal sum and interest the such principal sum and interest the unpaid at the rate of 18.00/diminal percent per annum, such principal sum and interest
	to be payable in cost ille	ments as follows: Three	e Hundred Fifty Seven and 45/100Dolls
i	on the _11th_ :-		80 and Three Hundred Fifty Seven and 45/100
Ĭ			reafter until said note is fully paid, except that the final payment of principal and interest, if n
		of it	
1	by said note to be applied	d fir (t) accrued and unp	said interest on the unpaid principal balance and the remainder to principal; the portion of ear
	of said installments cons	titi ing principal, to the	extent not paid when due, to bear interest after the date for payment thereof, at the rate
	95 per cent per ani	num. So all such payment	ts being made payable at Devon Bank, 6445 N. Western, Chicago,
	at the election of the legal	such other places the legs holder the cof : nd withou	al holder of the note may, from time to time, in writing appoint, which note further provides that notice, the principal sum remaining ungajd thereon, together with accrued interest thereon, shi tent aforesaid, in case default shall occur in the payment, when due, of any installment of principal case default shall occur and continue for three days in the action of many other agreement may be made at any time after the expiration of said three days, without notice), and that a cent notice of disponer protect and regime of perfect.
	become at once due and pa	yable, at the of or of paym	ent aforesaid, in case default shall occur in the payment, when due, of any installment of princip
	contained in this Trust De	ed (in which event el	n case detaun anall occur and continue for inree days in the performance of any other agreement in may be made at any time after the expiration of said three days, without notice), and that a
	parties merem sercially -	serve breactioneds to belt	and mode of dimension, blocks and notice of blocks:
	NOW THEREFORE	to secure the paya ent of	the said principal sum of money and interest in accordance with the terms, provisions an
ĺ	Mortgagors to be perform	ned, and also in conside:	Trust Deed, and the performance of the covenants and agreements herein contained, by the
1	Mortgagors by these prese	ents CONVEY and WAK	ation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledger, by unto the Trustee, its or his successors and assigns, the following described Real Estate in, thus, lying and being in the
i	City of Eve		
l	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
			Lot 8 in Block 3 in Oakton Subdivision of the South }
			East & cc Section 24, Township 41 North, Range 13 East
-	of the Third Pri	incipal Meridian,	in Cook County, Illinois.
A	15		THIS INSTRUMENT WAS PREPARED BY
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	which, with the property h	hereinafter described, is re	ferred to berein as the forem on Chicago, R 6064K
ဝ ဦ	which, with the property h	hereinafter described, is re improvements, tenements	
٠,	TOGETHER with all	improvements, tenements	s, easements, and appurtenances bette belonging, and all rents, issues and groftis thereof for
٠,	TOGETHER with all	improvements, tenements	s, easements, and appurtenances bette belonging, and all rents, issues and groftis thereof for
٠,	TOGETHER with all	improvements, tenements	s, easements, and appurtenances bette belonging, and all rents, issues and groftis thereof for
0,090	TOGETHER with all or long and during all such aid real estate and not see pas, water, light, power, re stricting the foregoing), see if the foregoing are declared the foregoing are declared all buildings and additions ersors or passens shall be.	improvements, tenements in times as Mortgagors may condarily), and all fixture efrigeration and air condirects, window shades; awred and agreed to be a part and all similar or other a part of the mortaned area.	secreta to herein as the premises, acto belonging, and all rents, issues and profits thereof for see entitled thereto (which read, issues a profits are pledged primarily and on a parity with a spparatus, equipment or articles now or h treafier therein or hereon used to supply heat, titoning (whether single units or centrally controlled), and ventilation, including (without re- nings, storm doors and windows, floor lovering, insider beds, showes and water heaters. All tof the mortagged premises whether physically attached thereto or not, and it is agreed that to the mortagged premises whether physically attached thereto or not, and it is agreed that to the mortagged premises whether physically attached thereto or not, and it is agreed that
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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 reboiled 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.
- 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 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 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 trached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance at our to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case on refault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor. In any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance. If we have a second prior encumbrance, if we have a second prior prior lien or title or claim thereof, or redeem from any tax sale or or fe ture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or no wred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein and a will be come immediately due and payable without notice and will interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any of a accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holde a of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement of estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of ind biedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal not. or a six Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall secons, due whether 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 foreclose the lien hereof and also shall have all other rights provided by the lawn of Illinois for the enforcement of a mortgage debt. In any out to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses shich may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, outlays for decrue incinary and expenses, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and remances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence. It bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all exp nature, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately de and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in count to have the feedlosure britise to probate and bankruptcy proceedings, to which either of them shall be a vary, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commen erm of any suit for the feedlosure britise according which maps another premises or the security hereof, written or measured to the premises of the security hereof, written or measured to the premises of the security hereof, written or measured to the security hereof, written or measured to the p
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and prived in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such item as a rementioned in the preceding purngraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition 1. That evidenced by the note hereby secured, with interest therein provided; third, all principal and 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 complaint to foreclose this Trust Deed, 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, 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 it e 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, every shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale an .a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further times when Mortanger, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be lock as y or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. In a fourt 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 indebender as secured hereby, or by any decree foreclosing 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 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 an 'c tense which would not be good 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 times and access hereto thall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligate to recard this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts r, or issuom 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 the 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 to-debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of an person who shall 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 trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as trustee may accept as the genuine note herein described any note which bears a certificate of identification pulporting 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 deslignated as the makers thereof, and where the release is requested of the original "states and he has 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 tox rument 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 Dieds 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

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.

FORM 1711 | BANKFORMS, INC.

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EFFCORDED DOCUMENT