UNOFFICIAL COPY

25530588

TRUST DEED (Illinois)
For use with Note Form 1448

11 30 M 9 16

			Ú
THIS INDENTURE, made	JUL-30-80	3 3 The Above Space for Recorders Use Only -	- REC 10.0
Devor Bank, an Illinois	Earking Corneration		to as "Mortgagors," and
	That, Whereas Mortgagors as	re justly indebted to the legal holder of a pri	ncipal promissory note,
and delivered, in and by which ac. Mortgage Eight Thousand and 10/100-			26, 1980
on the balance of principal remain in from to to be payable in installments as follows:	me to time unpaid at the rat One Hundred Ninet	e of 15.00 per cent per annum, such pri y-One & 19/100	ncipal sum and interest
on the 15th day of Sept.	980. and One Hund	red Ninety-One & 19/100 fully paid, except that the final payment of princ	Dollars
sooner paid, shall be due on the	of	9.85.; all such payments on account of the id principal balance and the remainder to principal, to bear interest after the date for payment.	indebtedness evidenced val; the portion of each thereof, at the rate of
60645 or at such other place as the at the election of the legal holder thereof and we become at once due and payable, at the place of or interest in accordance with the terms thereof contained in this Trust Deed (in which event el parties thereto severally waive presentment for	legal hold of the note may ithout notice, the principal surpayment afores; if the last definition or in case default of the case default of the case default of the payment, notice of dishor of the case of the c	, from time to time, in writing appoint, which no in remaining unpaid thereon, together with accrue bull shall occur in the payment, when due, of any and continue for three days in the performance one after the expiration of said three days, without potest and notice of protest.	te further provides that d interest thereon, shall installment of principal of any other agreement at notice), and that all
Mortgagors to be performed, and also in con-	sideration of the sum of On VARRANT unto the Trustee,	of money and interest in accordance with the performance of the covenants and agreements he a Doi ar in hand paid, the receipt whereof is is or his successors and assigns, the following mg at the	hereby acknowledged.
City of Chicago	COUNTY OF	Cook AND STATE (OF ILLINOIS, to wit:
one-eighth (1/8) (except	North Half (N1/2)	nam Village a Subdivision of the of the South Half (S1/2) of the i) of Section Thirty Four (34)	East
Thirty Fight (38) Noveh	Panco Emirtoon (1/1)	Tack of The Th ad Deinsingl M.	
according to the Plat Rec Illinois.	orded April 7th, 19 2552050	42 as Document #128/0053 in Co	PREPAREY BY
	2006000	1 Steil when	1) Kum Busk
said real estate and not secondarily), and all figures, water, light, power, refrigeration and air stricting the foregoing, screens, window shades of the foregoing are declared and agreed to be all buildings and additions and all similar or of cessors or assigns shall be part of the mortgage. TO HAVE AND TO HOLD the premises	ments, easements, and appur is may be entitled thereto (wi attures, apparatus, equipment conditioning (whether single, a part of the mortgaged pre- ther apparatus, equipment or l premises. unto the said Trustee, its or	tenances thereto belonging that the man chart- tish rents, issues and pruits are parliged prime the or articles now or bereafter therein or the en- units or centrally controlled), and ventilation, in- sindows, floor coverings, inador beds, stoves an isses whether physically attached thereto or not, articles hereafter placed in the premises by Mon his successors and assigns, forever, for the purpos	used to supply heat, neel make (without red water heaters. All a d it is agreed that right to their success, and up to the uses
said-rights and benefits Mortgagors do hereby This Trust Deed consists of two pages. The are incorporated herein by reference and hereby Mortgagors, their heirs, successors and statems.	expressly release and waive, e covernmis, conditions and p are made a part bereof the s	rtue of the Homestead Exemption Laws of the S provisions appearing on page 2 (the reverse side name as though they were here act out in fail and	of this Trus Dec
Witness the hands and seals of Mortgagors	the day and year first above	/smilen.	•
TYPE NAME(S)	Ilian H. Summers	(Scal)	(Scal)
BELOW SIGNATURE(S)		(Seal).	(Seal)
State of Illinois, County ofCook	in the State aforesaid, I	I, the undersigned, a Notary Public is	and for said County, Summers
Will Compress		to be the same person—whose nameis	•
OT ARY NERE	subscribed to the foregoi	ing instrument, appeared before me this day in pool.	his
SUBLIC S	free and voluntary act, for waiver of the right of ho	or the uses and purposes therein set forth, inclu-	fing the release and
iven mader my hand and official sederation	28 31980_	- and Calles lover	1980
Vepril /			Notary Public 2
4[6]		ADDRESS OF PROPERTY: 8501 S. St. Lawrence Ave	ු වෘ
NAME Devon Bank U]	Chicago, Illinois 60619 THE ABOVE ADDRESS IS FOR STATISTICA	
ADDRESS 6445 N. Weste	rn Ave.	THE ABOVE ADDRESS IS FOR STATISTICA PURPOSES ONLY AND IS NOT A PART OF THI TRUST DEED SEND SUBSEQUENT TAX BILLS TO:	, 10
CITY AND Chicago, Ill.	ZIP CODE 60645		530 588
Att: Installment Loan	Department	(Plante)	2

- 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.
- 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 7 do sindstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repair 1,2 th same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payal..e. 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 cattached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insur necessor to expiration.
- 4. In case of d fault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in my form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance; if a y, and purchase, discharge, compromise or senile any tax then or other girol fier or title or claim thereof, or redeem from any tax sale or y, and purchase, discharge, compromise or senile any tax then or other girol fier on the form any tax sale or y, and purchase, discharge, compromise or senile any tax then or other girol fier on the other or my red in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to private it mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorize; my be taken, shall be so much additional indebtedness secured hereby and shall become immediately-due and payable without notice and with the ext thereon at the rate of seven per cent per annum-heartinor of Trustee or holders of the note shall never be considered as a waiver of an, rir at accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the hold to of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate or into the validity of a y to 1.2 recement, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each item of in abtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, the without totice to Mortgagors, all unpuid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or ir this 1 ust 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 be form 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 of viveclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any six to for close the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense. As 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 docur at tary and expert evidence, stenographers' charges, 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 assur nees 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 to indees 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately our available, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connectic a with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connectic a with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connectic a with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connectic a with respect to the prevention, including but not limited to probate and bankruptcy proceedings, to which either of th
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and any living the following order of priority: First, on account of all costs and expenses incident 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 constitute secured in debtedness additional on an evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid; fourth, any overnity 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 so he complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice. Sillout regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the hen value of the profits. 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 such foreclosure suit and, in case of a sale and self-our, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgage self-our, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgage self-our during the full statutory period for redemption, management and operation of the premises during the whole of said period. The local from time to time may authorize the receiver to apply the not income in his hands in payment in whole or in part of: (1) The indebtedness set and hereby, or by any deteree foreclosing this Trust Deed, or any tas, special assessment or other line which may be or become superior to the line hered or of such decree, provided such application is made prior to foreclosure sale. (2) the defining 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 defens, which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recounts Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or om sion hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require inden missandscropy 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 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 strue 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 identification purporting to be executed by a prior trustee hereunder 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 original trustee and he has never executed a certificate on any instrument identifying same as the principal note 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 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 emitted to reasonable compensation for all acts performed hereunder.

IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
FOR THE PROTECTION OF BOTH THE BORROWER AN ENDER, THE NOTE SECURED BY THIS TRUST DEE HOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE RUST DEED IS FILED FOR RECORD.	identified herewith under Identification No.
	Trustee

END OF RECORDED DOCUMENT