## UNOFFICIAL COPY

	GE E. COLES GAL FORMS	FORM No. 20 September, 1						Paris
					;			
	TRUST DE	ED (Illinois) lote Form 1449 ition to monthly	7208	1980 AUG	4 PM 12 I	6 255	35717	
	(Interest in add principal	ition to monthly payments)			0.5		- F.CC	10.00
			i 11101	1-80 337	6 The Above 3	ace For Recorder's	Use Only	
THIS IN	NDENTURE.	made Jul	<u>y 11                                  </u>	1900	between FETTP	e Draz a L	Taria Dia	z (his wife
42.	ioneer B	merling.	Chigago, st Co. 400	W. Nor	th Ave. Ch	icago, Ill	herein referred t	o as "Mortgagors." 0639
herein re	efe (ed to as "	Trustee,"witnesse	th:					
TH.	AT, WIEREA	S the Mortgagor	s are justly indebted	to the legal	holder or holders	of the Installment	Note bereinage	r described, in the
evidenced	d by one .ermi	n Installment No	te of the Mortgago	s of even date	herewith, made n	avable to BEARE	R and delivered	. in and by which
said Note	e the Morter co	promise to pay	y the said principal : August 19	um in installm	ents as follows: _	One hundre	d & five 83/100	& 83/100
Dollars, o	on the 1	of a pay of each	month thereafter to	and including	the 10th	day of July	1983	ith a final payment
of the ba	alance due on	the Lorh	month thereafter to	19.83	, with interest or	the principal bal	ance from time	to time unpaid at
the rate of	of LD • Z	4 per ce a ner	annum, payable m	onthly on the	dates when install	ments of principal	fall due and sh	all be in addition
all of vaic	d principal and	interest Sage n	ade pavable at Pi	oneer Ba	ank & Trus	t Co.		
at the elec	ction of the leg	al holder thereof	nd vib at notice.	he principal su	m remaining unpai	d thereon, together	with accrued int	erest thereon, shall
or interest	it once due and p it in accordance	payable, at the pla with the terms th	ección y ment afore perección in case def	aid, in case def tult shall occur	ault shall occur in t and continue for t	the payment, when three days in the p	due, of any insta erformance of ar	Ilment of principal
contained	l in this Trust I	Jeed (in which ev	rent election may be nt for pay nent, of	made at any ti	ime after the expira	ation of said three	days, without no	stice), and that all
NOW terms, nre	V. THEREFOR	tE, the Mortgage	ers to secure the more trust deed, and the	ment of the s	aid principal sum	of money and sai	id interest in act	cordance with the
ne periori	med, and also	in consideration i	of the sum of One istee, its or his sucr	Dollar in hand	paid, the receipt v	vhereof is hereby :	icknowledged, do	by these presents
title and i	interest therein	- situate Iving a	nd being in the COUNTY C		,			_
		<b></b> - , ,	COUNTY C			AN	D STATE OF I	LLINUIS, to wit:
					)			
L	ot 7 in	R. J. Rev	nertson's 1	esubdiv	isin of t	he West 1	/2 of lot	
	13 and a	ll of lot	s 14 to 37	in Block	k / in Bri	tton's Sub	division	
Ω	f the sa							
-	T che ao	utn West	1/4 of the	North E	ast 1// of	Section 3	, Townsh:	ip
3	9 North,	Range 13	1/4 of the , East of 1	North E	ast 1// of	Section 3	Townshi	ip c
3	9 North, ounty, I	Range 13	1/4 of the	North E	ast 1// of	Section 3	, Townshi	ip c
3	9 North,	Range 13	1/4 of the	North E	ast 1// of	Section 3	, Townshi	ip c
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3! Co	9 North, ounty, I	Range 13 llinois.	1/4 of the , East of t	North Eacher Thire	ast 1// of d Princip	Section 3	, Townshi	ip F
39 Co which, with TOGE	9 North, ounty, I  the property ferriffer with al	Range 13 11inois.  nereinafter descrift improvements, i	1/4 of the , East of 1	North Eache Third the Third rein as the "pro	ast ://. of d Princip ( mises".	Section 3 1 Meridian	Il ents, issues a	and profits thereof
39 Co which, with TOGE or so long or second:	9 North, ounty, I  the property for the property for the property is and during all larily), and all	Range 13 11inois.  hereinafter descrit improvements, a such times asy apparatus, equipr	1/4 of the , East of 1 ed, is referred to be tenements, easements origagors may be en ment or articles now	North Eache Third tein as the "pre- fixtures, and titled thereto ( or hereafter the	mises". appurerances there which are pledge terein or thereon us	Section 3 1 Meridian eto belonging ar , primarily and Ja wed to supply hea!	all ents, issues a parity with sa	and profits thereof id real estate and ning, water, light,
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- 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) 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 indobtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policing 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 class 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 loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage class 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 loss or the standard mortgage class of the policy of the
- 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 1.0. tgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior ene mb mees, if any, and purchase, discharge, compromise or settle any tax line or other prior lien or title or claim thereof, or redeem from any 1.5. In or offeiture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expents prior the interest of the protect the mortgaged premises and the lien hereof, pitch exponents to matter concerning which action herein and only the matter concerning which action herein and the lien hereof, pitch the purposes be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without natic, 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 wait of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the hilders 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 procured 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 title or claim thereof.
- 6. Mortgagors shall pay ear i ite n of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the 'n' apal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this 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
- 7. When the indebtedness hereby sectivel shall have the right to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage dont, have a leave the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage dont, have a leave the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and exq. mass which 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, outle is for discurrently and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended incorrently and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended incorrently of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar of an and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procecute such suit or to evidence to bilders 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, at expended or specification and appropriate thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the not in connection with (a) any action, sait or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be, party, either as plaintiff, claimant or defendant, by reason of this Trust to proceeding including but not limited to probate and bankruptcy proceedings, to which either of them shall be allowed and palantiff, claimant or defendant, by reason of this Trust to proceedings whether or not actually commenced; or (c) preparations for the commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distrib sed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all sur, it ms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein 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 Count 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 volve of ne 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 such foreclosure suit and, in case or a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times when, Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said points. 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 if belt-denses 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 any defense 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 neces, thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any aclory omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees 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 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 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 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 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.

IMPORTANT	ı	M	P	o	ĸ	T	A	N	т
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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.

) he	Installment	Note:	mentioned	ın	the	within	Trust	Deed	has	been
identified herewith under Identification No.										

END OF RECORDED DOCUMENT