UNOFFICIAL COPY

GEORGE E. COLE® FORM No. 3	
Way, 130	25590715
TRUST DEED (Illinois)	* SEP 19 M H 56
For use with Note Form 1448 (Monthly payments including interes	
3	The Above Space For Recorder's Use Only 500 10
THIS INDENTURE, made Septem	ther 10th SEP-19-80 85 4 8 3 1 WOSEPH PARTS and MARY FARIS, his wife
	herein referred to as "Mortgagors,"
her in referred to as "Trustee," witness	eeth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory r te herewith, executed by Mortgagors, made payable to the world For HEGTER and
tome "Installment Note," of even da	
and deliv red, in and by which note Mo	rtgagors promise to pay the principal sum of Twetty-seven thousand and no/100
on the balance of principal remaining fi	rom time to time unnaid at the rate of twolve per cent per annum, such principal sum and inte
	Three Hundred Twenty-four and 05/100 on more Do
on the 15th, day of each and every	month thereafter until said note is fully paid, except that the final payment of principal and interest, if
by said note to be applied first to account	day of September, 19 95.: all such payments on account of the indebtedness evidented and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of eal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate
of said installments constituting puncip 12 per cent per annum, and all su	al, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of payments being made payable at 6031 Archer Avenue. Chicago, Illinois.
or at such other place	as the legal holder of the note may, from time to time, in writing appoint, which note further provides
become at once due and payable, at the pla or interest in accordance with the terms the	need on ment aforesaid, in case default shall occur in the payment, when due, of any installment of prinches of o in case default shall occur and continue for three days in the performance of any other agreement of o in case default shall occur and continue for three days, without notice), and that
parties thereto severally waive presentme	nt for payment, notice of dishonor, protest and notice of protest.
limitations of the above mentioned note	payment of the aid principal sum of money and interest in accordance with the terms, provisions and of this T ust Deed, and the performance of the covenants and agreements herein contained, by
Mortgagors by these presents CONVEY and all of their estate, right, title and in	in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowled, and WARRANT us to the Trustee, its or his successors and assigns, the following described Real Est terest therein, situa e. Using and being in the City of Chicason
	terest therein, situa e, lying and being in the City of Chicago COUNTY 6. Cok AND STATE OF ILLINOIS, to
Lot 4 in Resubdivision of	Lots 31 and 32 Lubdivision of Executors and Others of Thomas
Sufferns Subdivision of t	hat part of the Sout' First Quarter of Section 8, Township 38 North
Sufferns Subdivision of t Range 13, East of the Thi	hat part of the Sout' First Quarter of Section 8, Township 38 North
Sufferns Subdivision of t	hat part of the Sout' First Quarter of Section 8, Township 38 North
Sufferns Subdivision of t Range 13, East of the Thi	hat part of the Sout' First Quarter of Section 8, Township 38 North
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RECORDER'S OFFICE BOX NO.

UNOFFICIAL COPY

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 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.
- 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 claus, 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 i sur, nee about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 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 Me (taggors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encut. br (a.c.) if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax ale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense (a.c.) or incurred in connection therewith, including reasonable attorners' fees, and any other moneys advanced by Trustee or the holders of the not to rotect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein (a.c.) and any betaken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice (a.d.) with 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 waiv of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state ner, 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 each iter, of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the p inci al note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the princip. I of 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 et all occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall hat the strict of foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and ware as 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, outlays for do un intary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after error of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dat the error of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dat the error of the decree of the total control of the title to or the value of the premises. In addition, all explandar expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immedit ely die 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 onnection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall we appear to proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall we appear to proceeding including but not limited to probate and bankruptcy proceedings, to which either of them shall we appear to proceeding including but not limited to probate and bankruptcy proceedings, to which either of them shall we appear to proceeding including but not limited to probate an
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and pplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such ite as a re-mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add for all to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; for the any overplus to Mortgagors, their heirs, legal representations are the related to the second provided and interest thereon as herein provided; third, all principal and interest remaining unpaid; for the any overplus to Mortgagors, their heirs, legal representations are the second provided and the second provided and interest remaining unpaid; for the any overplus to Mortgagors, their heirs, legal representations are the second provided and the second provi sentatives 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 C art in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without n tice, 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 the remises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such erdier 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 a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgory, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be accessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said perio. 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 inobe dendess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior or 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 deficie.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any dones 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 the oshall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligat d to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any ac s consistons 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 hereindeer 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.

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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.

The Installment Note mentioned in the within Trust Deed has b	ccı
identified herewith under Identification No.	_
Trustee	_

END OF SECURIOR OF SECURE