UNOFFICIAL COPY

GEORGE E. COLEO FORM No. 2		
September, 19	⁷⁵ 2583583	39
TRUST DEED (Illinois)		1981 APR 13 AM 9 35
For use with Note Form 1448 (Monthly payments including interest	i Sin Sin Sin Si	Land to the Section Control of the C
	100 1 7 01 1	The Above Space-For-Recorder's Use Only
THIS I'D IN URE, made April Alice Willi		The Above Space For Recorder's Use Only 3 0 5 0 9 Joseph B. Williams; Sr. and between
Robert Byro		herein referred to as "Mortgagors," and
herein referred to r "Trustee," witness termed "Installmt (v. e," of even dat	eth: That, Whereas Mortgagors a e herewith, executed by Mortgag First Suburban Nation	re justly indebted to the legal holder of a principal promissory note, ors, made payable to BERGER all Park
and delivered, in and by which note Mor Thirteen and 32/100	tgagors promise to pay the princip	pal sum of Thirty-One Thousand Eight Hundred
d to the control of the first control of		10.00
to be payable in installments as follows	. Titles number beveri	pollars and 73/100ths Dollars Dollars
on theIst_ day of each and every	menth thereafter until said note is	fully paid, except that the final payment of principal and interest, if not 19.88; all such payments on account of the indebtedness evidenced
by said note to be applied first to accrue of said installments constituting principal	d ind unpaid interest on the unpaid, to the citent not paid when	aid principal balance and the remainder to principal; the portion of each due, to bear interest after the date for payment thereof, at the rate of
Ave., Maywood at such other place	h payr lents I sing made payable at as the lead holder of the note may	First Suburban National Bank, 150 S, Fifth , from time to time, in writing appoint, which note further provides that
at the election of the legal holder thereof become at once due and payable, at the pla or interest in accordance with the terms the contained in this Trust Deed (in which ex-	and without lottie, the principal si ce of payme it af presaid, in case def sereof or in case are ult shall occur ent election may be no e at any t	im remaining unpaid thereon, together with accrued interest thereon, shall ault shall occur in the payment, when due, of any installment of principal and continue for three days in the performance of any other agreement time after the expiration of said three days, without notice), and that all
parties thereto severally waive presentmen	it for payment, 🐃 cr of disnonor	, protest and notice of protest.
limitations of the above mentioned note Mortgagors to be performed, and also i Mortgagors by these presents CONVEY	and of this Trust De.d, and the a consideration of the sur, of Deand WARRANT unto the Trust of	of money and interest in accordance with the terms, provisions and performance of the covenants and agreements herein contained, by the Dollar in hand paid, the receipt whereof is hereby acknowledged, its or his successors and assigns, the following described Real Estate,
and all of their estate, right, little and int Village of Maywoo	erest therein, situate, lying and be	ing in the COOK AND STATE OF ILLINOIS, to wit:
		// .
		ck , in O'Connor's Addition to on '6, Township 39 North, Range 12,
		dian, i. Cook County, Illinois.
		1000
which, with the property hereinafter desc	ribed, is referred to herein as the	"premises,"
so long and during all such times as Mori	gagors may be entitled thereto (w	rtenances thereto below are and all rents, issues and profits thereof for high rents, issues and profits are pledged primarily and on a parity with 1 or articles now or her at, therein or thereon used to supply heat.
stricting the toregoing), screens, window	shades, awnings, storm doors and	t or articles now or her at. c therein or thereon used to supply heat, units or centrally controlled, ar a ventilation, including (without rewindows, floor coverings, i ado beds, stoves and water heaters. All
of the foregoing are declared and agreed all buildings and additions and all similar cessors or assigns shall be part of the more	o be a part of the mortgaged pre- or other apparatus, equipment of	nises whether physically attach is merito or not, and it is agreed that r articles hereafter placed in the premises by Mortgagors or their suc-
TO HAVE AND TO HOLD the pre and trusts herein set forth, free from all:	mises unto the said Trustee, its or rights and benefits under and by v	his successors and assigns, forever, on the purposes, and upon the uses virtue of the Homestead Exemption Lars of the State of Illinois, which
said rights and benefits Mortgagors do he This Trust Deed consists of two pag	es. The covenants, conditions and	provisions appearing on page 2 (the reve se sid of this Trust Deed) same as though they were here set out in 'ull a' d - 'all be binding on
Mortgagors, their heirs, successors and ass Witness the hands and seals of Mort	igns.	
PLEASE	Teselph B.3	villian Scall (lie Williams Scal)
PRINT OR TYPE NAME(S)	Joseph/B. Williams, S	Br. Affice Williams
BELOW SIGNATURE(S)		(Seal)(Seal)
State of Illinois, County of Cook	55.,	I, the undersigned, a Notary Public in and for said County,
	in the State aforesaid, & Alice Willi	DO HEREBY CERTIFY that Joseph B. Williams Sr.
impress Seal		to be the same person S whose name S
HERE		oing instrument, appeared before me this day in person, and acknowl- ned, sealed and delivered the said instrument as their for the uses and purposes therein set forth, including the release and
	waiver of the right of h	omestead.
Given under my hand and official seal, the		day of April 0 19 81
This instrument was prepared by	19_83_	Notary Public
Tina Hahn		C SOLUTION CONTRACTOR
First Suburban National BAD	tess)	ADDRESS OF PROPERTY: 3318 Adams Avenue
150 South 5th Avenue Maywood, [Illinois 60153	٦	Bellwood, II. 60104
NAME		Bellwood, II. 60104 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO: (Name)
MAIL TO: ADDRESS		SEND SUBSEQUENT TAX BILLS TO:
CITY AND	ZIP CODE	
OR RECORDER'S OFFICE BOX 1	10. 871	(Address)

- 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 not; (5) complete within a reasonable time any 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, sev
 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the n
 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided
 statute, any tax or assessment which Mortgagors may desire to contest.
- 3. for agors 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 paya'. 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 morrage clause ob tached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurar a a out to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of classification of the control of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgar, is is any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, is any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, is any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, is any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, is any of the note to prior the principal or interest on the payment of the note to prior the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized have be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and w in iterest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any is accruling to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the houers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or thin ate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any lay, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal not and interest, and interest, and interest in the principal moter of mentioned, both principal or interest, or in case default shall caur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall bee me 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 process of the note of Trustee shall have the process of the note of the note of Trustee shall have the provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and express you have a 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 work mentary 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 assumences 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 by bit fers 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 ex endit res and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immedia ely due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in constant and bankruptcy proceedings, to which either of them shall be party, either as plaintift, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the convincement of any suit for the foreclosure hereof after accrual of such the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed 'ade pplied in the following order of priority: First, on account all costs and expenses incident to the foreclosure proceedings, including all such iter s: are mentioned in the preceding paragraph hereof; seed, all other items which under the terms hereof constitute secured indebtedness addition to that evidenced by the note hereby secured, with terest thereon as herein provided; third, all principal and interest remaining unpaid; our n, any overplus to Mortgagors, their heirs, legal reprentatives 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 Cour' in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no ce, we hout regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value of the primises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, S. here river 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 sal and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when or agons, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be cossary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said print. 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 is Jeb diness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become surface, it is 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 defic ency.
- 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.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be 'h' at 1 to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any 'ts a omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may tout e 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 incet, do so hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor true excuted by a prior trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to use 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 note herein described any note which may be presented and which conforms in substance with the description herein contained of the 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
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	been
identified herewith under Identification No				