<u>UNOFFICIAL COPY</u>

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TRUST DEED (Illinois)		2506323	COOK COUNTY ILLIANS
For use with Note Form 1449 (Interest in addition to monthly principal payments)	JUL-23-79	628341 • 25063235	
	ay District the section is	The Above Space For Recorder's U	se Only
THIS INDENTURE, made July	16, 19 79 ,	between Gerald I. Lampley an	nd Donna R. Lampley, rein referred to as "Mortgagors,"
and Midlothian State Bank	The second secon		Name of the state
herein referred to as "Trustee," witnesse THAT, WHEREAS the Mortgag	ors are justly indebted to the les	gal holder or holders of the Installment	Note hereinafter described, in
the principal sum of Two Thouse	and One Hundred Fiftee	on and 00/100★	Dollars
in and by which sid Note the Mortgas	gors promise to pay the said prin	cipal sum in installments as follows:	Fifty Fight & 75/100*
Dollars, on the	h month thereafter to and including	g the17.th day ofJune	, 19_82_, with a final payment
of the balance due of the17th	day ofJuly, 19	82, with interest on the principal balan	ce from time to time unpaid at
to the amount due on principal with of a	said installments of principal beari	ing interest after maturity at the rate of _	12.83er cent per annum, and
all of said principal and interest 'sing n 60445 or at such other size at the election of the legal holder there's	made payable at MIGIOTHIAN as the legal holder of the note ma	State Bank 3/3/ W. 14/TF	which note further provides that
become at once due and payable, at the pir	nce of payment aforesaid, in case de	rault shall occur in the payment, when du	ormance of any other agreement
contained in this Trust Deed (in which or parties thereto severally waive presentment	vent election may be made at any ent for Payment, notice of dishono	time after the expiration of said three da or, protest and notice of protest.	ys, without notice), and that all
NOW, THEREFORE, the Mortgage terms, provisions and limitations of this	ors o secure the payment of the trust are a, and the performance	said principal sum of money and said of the covenants and agreements herein	interest in accordance with the contained, by the Mortgagors to
be performed, and also in consideration CONVEY and WARRANT unto the Trititle and interest therein, situate, lying a	ustee, its or is successors and as	signs, the following described Real Esta	te and all of their estate, right,
Village of Oak Forest,		kAND	STATE OF ILLIPOIST wit:
	90.		16 % (
Lot 34 in Arthur T. Mo	Intosh and Correry's	Forest Hills, being a Subd wnship 36 North, Range 13,	ivision of
Third Principal Meridi	ian as per plat recora	eu October 3, 1940 as Docu	ment No. 125-
56595 and re-recorded	January 31, 1941 as D	ocument No 126165589 in Co	ok County, Illinois.
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which, with the property hereinafter descri	tenemente encemente fixtures and	d appurtenances thereto le noing and al	I rents issues and profits thereof
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TOGETHER with all improvements	tenemente encemente fixtures and	remises",	I rents issues and profits thereof
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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 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 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 attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance 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 Mort pros in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumb unce; if any, and purchase, discharge, compromise or settle any tax lien or other prior prior in or title or claim thereof, or redeem from any tax sale or other prior and for any of the purposes herein authorized and all expenses perform connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, put is reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not ce provide the tree of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a warr of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the folders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, sta entert or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or estimate or into the valid's office without inquiry into the accuracy of such bill, statement or into the valid's office without inquiry into the accuracy of such bill, statement or into the valid's office without inquiry into the accuracy of such bill of the accuracy of the accuracy
- 6. Mortgagors shall pay each deri of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal 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 herein contained.
- 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 have the right to 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 uit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses 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 or not unentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended afte en'y of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar one an' assurances 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 a bidders at any sale which may be had pursuant to such decree the frue condition of the title to or the value of the premises. In addition, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immense by due 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 connec with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a part, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation. In the defense of any threatened suit or proceeding which might affect the premises or the security hereof, wh
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such iteras as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add not 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 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, who ut regard to the solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value of the 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 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 how a receiver, whether there is the rents, issues and profits, and all other powers which may be not say or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said peloid. The Dourt 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 indected ass secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become super or 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 a vy lefense 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 theret shall 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 record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or missions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require nor mities 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 II 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 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 principal note had retained of the principal note had been 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 bave 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.

[4] 计 [4] [4] [4] [4] [4] [4] [4] [4] [4] [4]	The	Installment	Note mention	d in the	within	Trust	Deed ha	as bee
MPORTANT								

FOR THE PROTECTION OF BOTH THE BORROWER AND identified herewith LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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Truste

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