TRUST DEED (Illinois)
For use with Note Form 1448
thly payments including inte

1

.

1979 OCT 26 AM TO 59

25211996

•	UCI+26-79 690492 0 25211996 4 A Rec					- Rac 10.00
		i	The Above Space For Recorder's Use Only			
	DENTURE, made	October 12	19.79	_, between Lawren	nce Davis and Essie	
wife		James L. H	amilton, trustee		herein referred to	as "Mortgagors," and
herein ref termed "I	errea to "Trustenstallment Pote,"	ee," witnesseth: Tof even date here	hat, Whereas Mortgagors with, executed by Morts		to the light holder of a princ to beater Bank of Lincolnwood	ipal promissory note,
			rs promise to pay the prinxty one and no/1		s, and interest from	
					per cent per annum, such princ	ipal sum and interest
to be pay	able in installment 2th. day of De	s as fillows:	9 79 and Ninety	four and 35/1	00	Dollars
on the 12 sooner paid by said no of said in	th. day of each id, shall be due on ote to be applied fir stallments constitut	the 12ch and ever month the 12ch and ever month the to accurate and the ting principal, to	thereafter until said note of November unpaid interest on the u '' extent not paid whe nen' thing made payable	e is fully paid, except t , 19 84; all such principal balance n due, to bear interes	hat the final payment of princip payments on account of the in e and the remainder to principal t after the date for payment th Lincolnwood	al and interest, if not debtedness evidenced i; the portion of each ereof, at the rate of
at the elect become at or interest contained parties the	or at such tion of the legal hol once due and payab in accordance with this Trust Deed reto severally waiv.	other place as the der thereof and wi le, at the place of p the terms thereof (in which event el-	lega' nolder of the note in thout notice. If principa bayment af resait, in case or in case defaul, shall occition may be made at an payment, noute of disho	nay, from time to time I sum remaining unpaid default shall occur in the cur and continue for the y time after the expira nor, protest and notice	t, in writing appoint, which note thereon, together with accrued he payment, when due, of any in three days in the performance of tion of said three days, without of protest.	nonce), and that an
and an or	aten estate, ment,	title and interest i	if this Trust Deed, and risideration of the s m risideration of the s m risideration, situate, lying a discountry of Coo	being in the	erest in accordance with the te covenants and agreements here paid, the receipt whereof is h ors and assigns, the following d	
west	≟ of Section	10 Townshi 300 feet) i	p 38 North, Rang n Cook County, l	e 14 cast of t Ilinois	res of the Northeast he Third Principal M	: 1 of the North- leridian,
	Barri Agence Community of Comm	TIS INS	TRUMENT WAS PREPARED	BY	5 .	· ·
	l .	RED BY:	33 WEST TOUHY AVE.	2 521.		o E
which, with TOGE so long and said real ed gas, water, stricting the of the force	HIND Maperty here THER with all in d (ADDRES Such ti state and not secon light, power, refri e foregoing), screen going are declared	inafter described, approvements, tene mes as Mortgagor darily), and all figeration and all similar or of all similar or of all similar or of the similar or	is referred to herein as ments, easements, and also may be entitled thereto xures, apparatus, equipn anditioning (whether sin awnings, storm doors an a part of the mortgaged proper apparatus, equipmen	the "premises," ppurtenances thereto be (which rents, issues ar nent or articles now or gele units or centrally d windows, floor cove oremises whether physi or articles hereafter.	clonging, a d all r ints, issues an ad profits a pleage primarily r hereafter under or thereon to controlled), and void vition, incrings, inador bed, "t wes and cally attached the "to or not, a placed in the premises by North	d pofits thereof for action a parity with used to supply heat, cluding (without re- water heaters. All nd it is agreed that gregors or their suc-
TO Hand trusts said rights This Tare incorpo	AVE AND TO HO herein set forth, fro and benefits Mortg rust Deed consists rated herein by ref their heirs, success	DLD the premises be from all rights tagors do hereby of two pages. The erence and hereby sors and assigns.	unto the said Trustee, its	or his successors and y virtue of the Homes we. and provisions appearing the same as though the	assigns, forever, for the purpose tead Exemption Laws of the Stang on page 2 (the reverse side y were here set out in full and	s, and upon the uses to of Illinois, which
	PLEASE PRINT OR	Law	rence Davis	Davo (Seal)	Essie Davis	
	TYPE NAME(S) BELOW SIGNATURE(S)			(Seal)		(Sea.)
State of Illin	nois, County of もしょう	Cook	in the State aforesa	id, DO HEREBY CE	nndersigned, a Notary Public in RTIFY that Lawrence D	and for said County, avis and Essie
6,401 9,49 8,49	ARY IMFRE SEAL HER	ss E	personally known to subscribed to the for edged that they	me to be the same p egoing instrument, app signed, sealed and deli ct, for the uses and pu	erson_s_ whose nameseared before me this day in per vered the said instrument as urposes therein set forth, includ	son, and acknowl- their
	nn hand and of	icial seal, this	12th.	day of)	October	19
Compission	989 100	TANGE ON EXT	0 19	John	1 Anton	Notary Public
V	PP141	JUNE 7, 198		ADDRESS OF		3
`	$\sim \rho$			4834 S. Chicago	Prairie 111. 60615	- g <u>2</u> 2
		of_Lincolnv		THE ABOVE A PURPOSES ONL TRUST DEED	DDRESS IS FOR STATISTICALLY AND IS NOT A PART OF THE	196 196
MAIL TO:	1	3 W. Touhy		SEND SUBSEQU	ENT TAX BILLS TO:)6.
			• ZIP CODE 60646		(Name)	11996
OR	RECORDER'S OF	FICE BUX NO			(Address)	7

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:

- OF THIS TRUST DEED) AND WHICH FURNY A FART OF THE IRUST DEED WHICH THERE BUSINESS.

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any nuldings 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 or buildings evidence of the discharge of such prior lien to Trustee or to holders of the note: (5) complete within a reasonable time any buildings or buildings or any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with all greaters are 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 mortgoile to be a standard to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of ir urance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- case of ir urance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

 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 on ortegors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encument inces, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any 1x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized from any 1x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized from any 1x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized may 1x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any other moneys advanced by Trustee or the holders of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action in the interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered 1x w (ver of any right accruing to them on account of any default hereinder on the part of Mortgagors.

 5. The Trustee 1x holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any b." ste ment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the variety of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall be each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.
- 6. Mortgagors shall preachitem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, he election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, withstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment rincipal or interest, or in case defands shall occur and continue for three days in the performance of any other agreement of the Mortgagors in contained.
- of principal or interest, or in case detains shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

 7. When the indebtedness hereby actified 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 and 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 delical, any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and spenses which may be paid or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, putlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expert, and is a surface of the core of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and si alial data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary clienter to prosecute such sui or a evidence to bidders at any sale which may be had pursuant to such decree the true conbetromes on much additional indebtedness secured hereby a dir in maintally due and payable, with interest thereon at the rate of seven per cent per come so much additional indebtedness excured hereby a dir in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of the ansult be a party, either as planniff, claimant or defendant, by reason of this Trust to probate and bankruptcy proceedings, to which either of the ansult be a party, either as planniff, claimant or defendant, by reason of this Trust to probate and bankruptcy proceedings, to which either of the ansult be a party, either as planniff, claimant or defendant, by reason of this Trust t
- 8. The proceeds of any foreclosure sale of the premises shall : distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all uch items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured ind bted less additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining up paid; 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 Tax Dec 4, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sile, who it notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the nervalue 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 shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, and see the said and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further simes when Mortgagors, except for the intervention of period for redemption, whether there be redemption or not, as well as during any further simes when Mortgagors, except for the intervention of the protection, possession, control, management and operation of the premises during the whole of sail period. 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 indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be considered.

 10. No action for the enforcement of the lien of this Trust Deed or of any provision bereof shall be to be solved and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be st bject 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable tim's and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shal. Tru to be obligated this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be lir b. for any acts of hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and emay require is satisfactory to him before exercising any power herein given.
- 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 repetition who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that it is because hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a use for trustee, hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a use for trustee with the described any note which bears a certificate of identification purpor and to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purpors to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and e has never executed a certificate on any instrument identifying same as the principal not described herein, he may accept as the genuin 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 purpors 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. R.A.Elden
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.

m 102 Bank of Lincolnwood 1m r

identified herewith under Identification No.

END OF RECORDED DOCUMENT

25211996

4