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FORM No. 206 September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448

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RELONGER OF THE TS. COOK COUNTY REPLAY 25272080

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10.00

| (maining payments malasing measure) | 500 117 10 0 5 5 1 25 5 1 1 5 0 0 1 1 1 1 1 5 1 5 1 5 1 5 1 | | |
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| | | The Above Space For B | tenerder's Hee Colu |
| Novem | ber 2379 | The Above Space For R between Particia | • |
| · · · · · · · · · · · · · · · · · · · | | , between | herein referred to as "Mortgagors," and |
| Thomas W. Hunte | | are justly indebted to the le | eral holder of a principal promissory note. |
| to red "Installment Note," of even date he | rewith, executed by Mortga | gors, made payable to Beat | rer |
| and 'cilvered, in and by which note Mortgage (\$7,000.00) | ors promise to pay the princ | ipal sum of Seven Tr | nousand _{nterest} from <u>November 1, 1979</u> |
| on the base of principal remaining from to be ps, ble in installments as follows: Ut on the code of your first of the code of | ime to time unpaid at the roon demand in s | | |
| on the dry of, on the dry of ach and every mont | h thereafter until said mute | is fully paid, except that the fi | inal payment of principal and interest, if not |
| sooner paid, shall be up in the da by said note to be applied first to accrued an of said installments constituting principal, to 7.9% per cent per annum and all such pa | d unpaid interest on the un | 19 all such payments paid principal balance and the due, to bear interest after the | on account of the indebtedness evidenced remainder to principal; the portion of each he date for payment thereof, at the rate of |
| Park Ridger at such other place as the at the election of the legal holder thereof and the become at once due and payable, at the place of or interest in accordance with the terms thereocontained in this Trust Deed (in which event e parties thereto severally waive presentment for | te legal holder of the note me without notice, the principal s payment aforesaid, in case de or in case default shall occu- dection may be made at any | ay, from time to time, in writi sum remaining unpaid thereon efault shall occur in the payme ur and continue for three days time after the expiration of s | ing appoint, which note further provides that, together with accrued interest thereon, shall int, when due, of any installment of principal in the performance of any other agreement aid three days, without notice), and that all |
| limitations of the above mentioned note and Mortgagors to be performed, and also in col Mortgagors by these presents CONVEY and all of their estate, right, title and interest | of this Trust Deed, and the nside in it of the sum of the WARP ALL unto the Truste | e performance of the covenant One Dollar in hand paid, the se, its or his successors and a peing in the | accordance with the terms, provisions and its and agreements herein contained, by the e receipt whereof is hereby acknowledged, ssigns, the following described Real Estate, |
| | , COUNTY OF | | AND STATE OF ILLINOIS, to wit: |
| | | Subdivision Un of the East 1/2 | |
| North West 1/ | 4 of Section 1 | Township 42 No | orth, |
| Range 11 East of the Third Principal Meridian also | | | |
| part of the South West 1/4 or Section 3, Township 42 North, Range 11 East of the Third Principal Meridian | | | |
| according to the Plat thereof recorded April 24, 1956 as which, with the properly northlanter described, is referred to herein as the premises. | | | |
| which, with the properly nerelliant described | , is reterred to herein as the | ounty, Illinois | |
| which, with the property nerchiarter described TOGETHER with all improvements, tenso long and during all such times as Mortgago said real estate and not secondarily), and all gas, water, light, power, refrigeration and air stricting the foregoing), screens, window shade of the foregoing are declared and agreed to be all buildings and additions and all similar or cessors or assigns shall be part of the mortgage TO HAVE AND TO HOLD the premises | s unto the said Trustee, its | or his successors and assigns, f | o ever, for the purposes, and upon the uses |
| and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption I as of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two pages, The covenants, conditions and provisions appearing on page 2 (the reve se side of this Trust Deed) | | | |
| This Trust Deed consists of two pages. I are incorporated herein by reference and hereb Mortgagors, their heirs, successors and assigns. | y are made a part hereof th | d provisions appearing on pa e same as though they were h | ge 2 (the reve se side of this Trust Deed) here set on [a f.,] and shall be binding on |
| Witness the hands and seals of Mortgagor | s the day and year first ab | ove written. | oroge (SO |
| PLEASE | Ficio Bason, | - (3- ((Seal) | (Seal) |
| | tricia beeson, tricia Louise B | | 110 |
| BELOW SIGNATURE(S) | | | 1 100 E |
| | | (Seal) | (Seal) |
| State of Illinois, County of <u>Cook</u> | in the State aforesaid | I, the undersign , DO HEREBY CERTIFY (ricia Louise Bee | ed, a Notary Public in and for said County, that Patricia Beeson, |
| IMPRESS | | ne to be the same person | ; a |
| SEAL HERE | edged that her si free and voluntary act | gned, sealed and delivered the , for the uses and purposes the | Fore me this day in person, and acknowless her her herein set from the little of the release and |
| | waiver of the right of | homestead. | 7.0 |
| Given under my hand and official seal, this | 19 \$ 3. | day of Novem | 19. |
| This instrument was prepared by Thoma 1580 N. Northwest Hwy, Pa | | ·. · | 323 |
| (NAME AND ADDRESS |) | ADDRESS OF PROPER 856 N. North | man lane |
| NAME Thomas W. Hun | ter | | IS FOR STATISTICAL |
| MAN TO: Suite 124 | thwest Hwy. | THE ABOVE ADDRESS PURPOSES ONLY AND IS TRUST DEED | 71 () |
| ADDRESS | | SEND SUBSEQUENT TAX | Z |
| CITY AND Park Ridge, | ZIP CODE GOODS | TO THE WAY | NUMBER |
| OR RECORDER'S OFFICE BOX NO | | | |

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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 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 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 Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal near the prior lien or other prior lien or title or claim thereof, or redeem many tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and the expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which act in herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with out notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be cons. Fer. does not a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Tristee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the validity of any tax, 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 blde's 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 contrained.
- 7. When the indebtedness icre'y 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 sho" 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 mort age d bt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expe didutes 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, ordays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extend a direr entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and imilar data and assurances with respect to title as Trustee or holders of the note may deem to reasonably necessary either to prosecute such s' it o to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, and dividence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, and dividence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, and dividence to bidders of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby. I mendiately 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 connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of there snall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured
- 8. The proceeds of any foreclosure sale of the premises shall be air ributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured into each cost additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unlaid; 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 Trus. Ded the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sail, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then after the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as the trustee is the premises of whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as when receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in the set 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers wait and, in a yet necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of aid 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) Their debtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become experior 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 an I 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times at a acce s thereto 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 obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for 2 y rets or 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 evident. It is all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the right 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 a certificate on any instrument identifying same as the principal note 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

identified ferewith under Identification No.

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.

EDIO RELIGIORISTA