UNOFFICIAL COPY

PRINT OF NAME(S) BELOW SIGNATURE(S) State of Illinoir County for COOK In the undersigned, a Notary Public in and for said County for Count		· .	•	1 2 = 1	
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which with the description of the principal principal to the control of the principal sum of principal to the principal promissory termed "Intelligence" to the principal sum of	TRUST DEED (Illinois) For use with Note Form 1448	1			
merin referred to as 'Tru ster,' winessents: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory remed "Intelligents" Now." of two date herewish, accusated by Mortgagors, and payable to Bearer of the Control of the legal holder of a principal among the control of the legal holder of a principal among the control of the legal holder of a principal among the control of the legal holder of a principal cannot grow the control of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued and principal cannot grow the control of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued many stems and the principal cannot grow the control of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon as the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon as the election of the legal holder thereof and without notice, are principal sum remaining unpaid thereon, together with accrued interest thereon as the election of the legal holder thereof and without notice, are principal sum remaining unpaid thereon, together with accrued interest thereon as the election of the legal holder thereof and without notice, are principal sum remaining unpaid thereon, together with accrued interest as cannot as the election of the legal holder thereof and without noti	(Monthly payments including interest)	1300 3	M 29 PH 1: 30	253403	6 O
wife. Carlotte Kassers Col.		}			
herein referred to as Tro der, witnessetts: That, Whereas Mortagors are justly indebted to the legal holder of a principal promisery termed "Instituted" New York even date herewish, executed by Mortagors, made payable to Bearer and delivered, in and by which made Mortagors promise to pay the principal sum of FIFTERN TRUGSAND (\$2.5 DOP. 200). and no./ 1000——————————————————————————————————) wife		tween JAMES_MOX		
FIFTEEN MIGURAND (£25 000-00) and no/100—Dollar, and interest from January 26, 198 on the balance of principal entermain in from time to time unpaid at the rate of 12, per cent per anum, such incipal sum and in to be payable in installments as follow. THREE HUNDRED EIETY, SIX AND. 85/100 (£355.85) or more—Do no the .1st. day of .48 ACC390—and THREE HUNDRED EIETY SIX. AS .85/100 (£355.85) or more—Do no the .1st. day of each and every moch the state until said note is fully paid, except that the final payments on account of the indebtedness evide by said note to be applied first to accurate and unpaid micrest on the unpaid principal balance and the remainder to principal; the portion of the content of			justly indebted to the lega s, made payable to Bearer	l holder of a principal pr	romissory no
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The per cent per annum, and all such payments a ring made payable at AIGSCACCIATTREE.E.CO., 3152.So. Halsted S.C. Chicago, 7.110. or at such other place as the legal hold or other not may be the payment of the hold may, from time to time, in writing appoint, which host further provides at the election of the legal hold or operation of the payment of the payment of the payment, when the payment of the said principals in or mover and interest in account with the terms, provisions. NOW THEREFORE, to secure the payment of the said principals in or mover and interest in account with the payment payment of the said principals in or mover and interest in account with the payment	sooner paid, shall be due on the 1st da	y <u>F. February</u> , 19	85; all such payments of	n account of the indebted	ness evidenc
Chicago, 11.1 or at such other place as the legal holds of the note may, from time to time, in witing appoint, which note further provides at the election of the legal holds retreed and without notice, the parties of the control of the legal holds retreed and without notice, the parties of the parties thereon, become at once due and payable, at the place of payment afores d. i. c.a default shall occur in the payment, when due, of any installment of print interest in accordance with the terms thereof or in case default shall occur in the payment, when due, of any installment of print interest in accordance with the terms thereof or in case default shall occur in the payment, when due, of any other agree to the payment of the said principal s mo a money and interest in accordance with the terms, provisions limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by mortagons by these presents CONVEY and WARRANT unto the Trustset, is of his successors and assigns, the following described Real Es and all of their estate, right, title and interest therein, situate, lying and being it the case of the covenants and agreements herein contained, by these presents CONVEY and WARRANT unto the Trustset, is or his successors and assigns, the following described Real Es and all of their estate, right, title and interest therein, situate, lying and being it the case of the covenants and agreements herein contained, by Mortagons the covenants and agreements herein contained, by the presents CONVEY and WARRANT unto the Trustset, is or his successors and assigns, the following described Real Es and all of their estate, right, title and interest therein, situate, lying and being it in the prompts of the covenants of the					
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TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the pu poor, and upon the and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, whall rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois, whall rights release and purposes the homestead to the foreign and provisions appearing on page 2 (the reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, whall reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse side c. P. & Trust Dear Illinois, what reverse s	of the foregoing are declared and agreed to be all buildings and additions and all similar or	a part of the mortgaged premi	ses whether physically attach	ed there or not and it is	s agreed that
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are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be kinding Mortgagors, their heirs, successors and assigns. Witness the hands and scals of Mortgagors the day and year first above written. PLEASE PRINT OR JAMES MOY JR. State of Illinais County for COOK In the State aforesaid, DO HEREBY CERTIFY that JAMES MOY JR and INCY MOY his wife personally known to me to be the same person, whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknow edged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Given under my "Hahll and official seal, this Commission expires later and the same person whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknow edged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Given under my "Hahll and official seal, this Commission expires later and the right of homestead. This instrument was prepared by Law Offices of Victor J. Cacciatore WARREN C. MATHA, Attorney (NAME AND ADDRESS) 3252 So. Halsted Street	and trusts herein set forth, free from all rights said rights and benefits Mortgagors do hereby	s and benefits under and by vir expressly release and waive.	tue of the Homestead Exemp	otion Laws of the state of 3	llinois, which
Witness the hands and seals of Mortgagors the day and year first above written. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illimits County Moy INCY MOY INCY MOY IN THE State aforesaid, DO HEREBY CERTIFY that JAMES MOY, JR and INCY MOY, his wife personally known to me to be the same person, whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknow edged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Given under my MAHM and official seal, this Commission expires Commission expires Commission expires (NAME AND ADDRESS) ADDRESS OF PROPERTY: (NAME AND ADDRESS) ADDRESS OF PROPERTY: (2228 So. Wentworth Avenue	are incorporated herein by reference and hereby	y are made a part hereof the sa	rovisions appearing on page ime as though they were her	2 (the reverse side c. that e set out in full and shall.	Trust Deed or hinding o
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State of Illindiscounty in. COOK In the undersigned, a Notary Public in and for said Count in the State aforesaid, DO HEREBY CERTIFY that JAMES MOY, JR. and IIICY MOY, his wife personally known to me to be the same person. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknow edged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Siven under my maid and official seal, this Commission expires Apprecia for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Notary Public in and for said Count JAMES MOY, JR. and IIICY MOY, his wife personally known to me to be the same person. whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknow edged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. State of Illindiscount in the State State of the uses and purposes therein set forth, including the release a waiver of the right of homestead. Appear of the right of homestead. Appear of the said and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead. Appear of the right of homestead. Appear of the said		James Kur	L (Seal)	10	(Seal
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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 arms or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payer (e. 1) 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 a stacked 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 eta alt therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgag is it any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. It as an any payment or perform any tax sale or of feit ir affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incomediately disconnection therewith, including reasonable autorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authority or be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without 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 considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement 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 (a), assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indexedness 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 instance to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 items as free mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional at that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; found, any complus 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 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 notice, 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 prints are solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the prints of solvency or insolvency or insolvency or insolvency of such receiver. Such receiver. 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 profits of said premises during the pendency of such foreclosure suit and, in case of a sale and profit or the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Morgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary of a receiver usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said 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 indebtidence's ceutred hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to take 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 any i :fense 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 three small 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 a cord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or obsisions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require and maintenance in the may require and may require and may be 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 the 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 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.

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The Installment Note mentioned in the within Trust Deed has been	;
identified herewith under Identification No.	-
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