## **UNOFFICIAL COPY**

GEORGE E. COLE\*

FORM No. 206 September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments Including interest)

## 550 FtB 28 AM 9 04

## 25375732

February 27	The Above Space For Recorder's Use Only	
THIS INDENTURE, made	7, 1980 hetween Charles Huzenis and Ricardo C. Jura	<u>do_</u>
Albany Bank & Trust Co. N. A	herein referred to as "Mortgag	
	at. Whereas Mortgagors are justly indebted to the legal holder of a principal promisse ith, executed by Mortgagors, made payable to Bearer	ory note.
to be payable in instilled at a follows. Two I on the 5th day of April 19 on the 5th day of cac' an every month t	promise to pay the principal sum of ed twelve and 40/100 Dollars, XXX y XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	_Dollars _Dollars est, if not
to the first and the smallest first to pook of and a	unpaid interest on the unpaid principal balance and the remainder to principal; the portion he extent not paid when due, to lear interest after the date for payment thereof, at the house of the parties of the payment	n of each
or at such other place as the at the election of the legal holder thereof and y d	'ga, holder of the note may, from time to time, in writing appoint, which note further prothout office, the principal sum remaining unpaid thereon, together with accrued interest ther ayment aforesaid, in case default shall occur in the payment, when due, of any installment of the default shall occur and continue for three days in the performance of any other section may be made at any time after the expiration of said three days, without notice), an payt, or tice of dishonor, protest and notice of protest.	con, snan
NOW THEREFORE, to secure the paymen limitations of the above mentioned note and of Morteagors to be performed, and also in conv	nt of the said principal sum of money and interest in accordance with the terms, providing this Trust O ed and the performance of the covenants and agreements herein contains inductation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknown that the Terree, its or his successors and assigns, the following described Re	sions and ed, by the owledged,
	COUNTY OF Cook . AND STATE OF ILLINOI	
	ock 9 in Sherman's Addition of Holstein in Section 31, Too Third Principal Marian, in Cook County, Illinois	wnship
	25375732	
so long and during all such times as Mortgagor said real estate and not secondarily), and all i gas, water, light, power, refrigeration and air	ements, easements, and appurtenances thereto betony i.e. and all rents, issues and profits its may be entitled thereto (which rents, issues and profits are pledged primarily and on a fixtures, apparatus, equipment or articles now or hereful, therein or thereon used to st conditioning (whether single units or centrally controlled) and ventilation, including (the apparatus team profit in the profit of the profit in the profit of the profit in the profit of the profit in the p	parity with upply beat.
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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 appeared 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 respective 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 y-me or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance positives 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 the article and 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 defact therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or fort, turn affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or are red in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to proteet, be mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized a realy be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and what it error 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 summate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any to assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of nde to ness herein mentioned, both principal and interest, when due according to the terms hereof at the election of the holders of the principal not an and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the principal note on in this "not Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur, ad continue for three days in the performance of any other agreement of the Mortgagors.
- 7. When the indebtedness hereby secured shall beed at 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 forcefose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any start or vertedose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses with it he gave be paid or neutred by or on behalf of Trustee or holders of the note indebtedness in the decree for sale all expenditures and expenses with it he gave be paid included as and constanting the properties. The sale of the properties of the properties. The properties of the properties. The properties of the prope
- b. The proceeds of any foreclosure sale of the premises shall be distributed and applied a the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as the relationed in the preceding paragraph hereof; see oned, all other items which under the terms hereof constitute secured indebtedness addition. It is that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest tremaining unpaid; fourth, they 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 ir 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 solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value of 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. Such receiver, such receiver, such receiver, such receiver, and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a ceft iency, during the full statutory period for redemytion, whether there be redemption or not, as well as during any further times when Mortgagor, 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 or are 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 indebtedness served hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the entered 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 defer it which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto include per-
- 12 Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to remain this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or consist hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require ination 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 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 hears 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 original trustee and he has never executed any note which has been 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 exent 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.

The Installment Note mentioned in the within Trust Deed has been

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.

entified herewith	under	<b>Identification</b>	No	-		