## UNOFFICIAL COPY

## RECEIVED IN BAD CONDITION

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which, with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, easements, and appartenances thereto belonging, and all inclusions and a property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, easements, and appartenances thereto belonging, and all inclusions and professions may be entitled thereto (which tensis, issues and profits are pledged primarily and on a rit. "with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, "a light, mower, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), so ease, window shades, awarings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declater and air greed to be a part of the mortgaged premises whether physically statisched theretoo ero, and it is agreed that alb bindings and additions and all similar or other sparary is, ensighment or articles hereafter placed in the premises by Mortgagors or their successors or usigns shall be part of the foregoing are declater and air greed to be a part of the mortgagor green set of the foregoing are declater and six feet on a reference of the remarks by Mortgagors or their successors or usigns shall be foregoing are declater and air greed to be a part of the mortgagor of the foregoing and greed to be a part of the mortgagors and with the said similar or other sparary is, ensighment or articles hereafter placed in the premises by Mortgagors or their successors or usigns shall be foregoing and upon the said similar or their parts, ensighment or articles hereafter placed in the premises by Mortgagors or their successors and assigns.  With a province of the said state and the province of the foregoing in the said of the foregoing in the said of the foregoing instr	Protest.  NOW THEREFO above mentioned note also in consideration of WARRANT unto the	RE, to secure the payment of the said principand of this Trust Deed, and the performance of the sum of One Dollar in hand paid, the normance is the sum of One Dollar in hand paid, the normans is the sum of One Dollar in hand paid, the normans is the sum of the principal passions, the sum of the principal principal passions, the principal passions, the principal passions, the principal passions, the principal passions are principal passions.	fthe oven nts and agreecin where is herebe following asserbed R	rest in accordar ements herein o y acknowledged leal Estate and	nce with the terms, pre- contained, by the Mo d, Mortgagors by the all of their estate, ri	rovisions and limitation ortgagors to be perfor ese presents CONVI ght, title and interes	ons of the med, and EY AND t therein,
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State of Highest Country of	BELOW	99. <u>– 18. – 19. –</u>	(Seal)	X.().	Unlaida Ma	a // Rai	(Seal)
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Given under my hand and efficial seal, this 27th day of October 19 82  Commission expires an administrative light by 185  Lynn M. Pozin, 2344 N Licero Notary Public		appeared before me this day in perso	n, and acknowledged t	t hey	signed, scaled and	delivered the said in	strument as
Commission expression Express August of 1985  Lynn M. Pozin, 2344 N Cicero  Notary Public	375 T	right of homestead.	ary are, for the uses the	- purposes men		und w	
This information by Corporated by Lynn M. Pozin, 2344 N Cicero Notary Public	Commission expire	AD LONGROUP Everen Avenue O store	day of		1/2/28		
calbany Bank WATFUS CO. N.A. 3400 W. Lawrence	777	Lynn Lynn			ro		Notary Public
Mail this instrument to		110 - It Chicago		1111no	70		60625

OR RECORDER'S OFFICE BOX NO.

## 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 clarke 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. 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 prior encombinates, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any far sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expuses, and to incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the not reprotect the mortgaged premises and the lien hereof, plus reasonable ompensation to Trustee for each matter concerning which action he in a thorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. The with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right acc units.
- 5. The Trustee or the note is of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state—an or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the alid up of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall paye an item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the priminal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in the Trust Deed to the contrary, because 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 all the come 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 dold. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and up to see 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, outlay for Jocumentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended a many of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar fata and 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 refuse to the decree of the right to repress the right of the right to remain the such additional indebtedness secured hereby and immediate y due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a) any many. Suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, dimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any suit for the fe eclosue chereof after right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be districted 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 indebtednes. Idical to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest tremaining unpair four h, 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, it is 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 make, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then make or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such ceciver, 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 ale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times who Mort years, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may on accessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said or it. 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 idee' does secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior.
- 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 and a ces 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 a ligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any vets or issions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require in amorties 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 indebte ness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor truster 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 and 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 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 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 shall be first 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	Ins	tallment	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.

denti	fied	be	rew	ith	under	Identification	No	
			100		100			

Truste

## INDIO RECORDED DOCUMENT