| videnced by one certain Note of the M. ritagops of even date herewith made payable to Midlothian State Bank and delivered, in and by which said Not dortagops promite to pay the said sum in nonnecutive monthly installments as follows: Two. Hundred Forty Two. 6. 78/100 Dollars, on the 1st day of 1st 1st 1st day of 1st 1st day of 1st 1st 1st day of 1st | |
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| right of homestead. | |
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| Att. C. State Linear Eventon June / 1986 | <u>, 83</u> |
| Commission expires My Pammission Expires 1000 2, 1300 19 | tary Public 45 |
| This instrument was prepared by <u>Barbara Rodriguez</u> 3737 W. 147th Street, Midlothian, 11. 6044 | +5 |
| Mail this instrument to MIDLOTHIAN STATE BANK 3737 W. 147TH STREET MIDLOTHIAN LILINOIS 60445 | |

OR RECORDER'S OFFICE BOX NO.

26559285

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.
- 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 mortage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in care 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 hereinhefore 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 price the umbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem fro name 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 purpose should be purposed to the purpose sherin authorized and the purpose sherin authorized and the purpose sherin authorized and the project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action be in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with a notice and 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 waiter of any righ, according to them on account of any default hereunder on the part of Mortgagors.
- 5. The Tru acc etche holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any fall, datement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the fallidity 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 holders of it; 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 direction and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby securer shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Truste, 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 mortis-beg in any suit to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortis-beg in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendit rest of expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustees fees, appraiser's fees, a-d. In or documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expense of a jer ontry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens ecrificates, and sim and and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit of vidence 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. In add ion, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it mediat. It is a suit of the premises of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and it mediat. It is a suit of the premises of the nature of the nature of the note in connection with a suit of the nature of the nature
- 8. The proceeds of any foreclosure sale of the premises shall be d strib and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including as h items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte acess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; hird, all principal and interest remaining ur air 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 Trust Deci, me Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after said, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then vide 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, in ca. of a s. c and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times view. Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which view encounter or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or 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 Auch denses secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or beed, as verior 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 and unciency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to my defense 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 accompleted shall be per-11. Trustee or the mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust e be at a the first Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any actor 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 satisfactory to him before exercising any power herein given.
- Ja. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evident; this all indehedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver a release hereof to and at the rouest of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indoor does hereby secured has been paid, which representation Trustee may accept as true without indiry. Where a release is requested of a success. It is described any note which bears a certificate of identification purporting to be executed by a prior trustee never 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 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 Parentee or Package of Title in which the principal in the principal of the parentee or Package of Title in which the principal in the office of the Parentee or Package of Title in which the principal in the package of the Parentee or Package or Package or Title in which the package or Packa
 - 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 and in the definical 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.

. If all or any part of the premises, or any interest therein, is sold or transferred by Mortgagors, including a sale by Articles of Agreement for Deed, istee may, at his option, declare all the amounts secured by this Trust Deed to be immediately due and payable.

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.

| The | Installment | Note | mentioned | រោ | the | wiinin | (rust | Deca | กลร | pecu | |
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identified herewith under Identification No.

Trustee

END OF RECORDED DOCUMENT