UNOFFICIAL COPY

TRUST DEED (ILLINOIS) 08-01324 For Use With Note Form 1448 (Monthly Payments Including Interest) COOK COUNTY, LL BROKE CAUTION: Consult a lawyer before using or acting under this form All warranties, including merchantability and fitness, are excluded 000000000 MARCH 29 MPR-15-33 7,83: 1193 HA 5-PH 1-03 THIS INDENTURE, made BEEDIE MULDROW AND DOLLIE MULDROW (his wife) 26570972 CHICAGO 7229 S WOOD (NO. NO STREET) ILLINOIS herein referred to as "" ion lagors," and _ ALL AMERICA' SANK OF CHICAGO 3611 N. YZNTE CHICAGO ILLINOIS (STATE) (NO. AND STREE) (CITY) (STATE)
herein referred to as "Trustee," with the thir That Whereas Mortgagors are justly indebted to the legal holder of a principal processor note, termed "Installment Note," of even date herewith, executed by Mortgagors, made per able to Bearer and delivered, in and by which FOUR THOUSAND AND 00/100

Dollars, and interest from date of closing on the balance of principal remaining from time to time unpaid at the rate of 16.

NINETY-SEVEN AND 88/100 16.00 per cent Dollars, and interest from date of closing on the balance of principal remaining from time to time unpaid at the rate of 16.00 per cent per annum, such principal sum and interest to be rapid ble in installments as follows:

NINETY-SEVEN AND 88/100 Dollars on the 13th day of MAY 1983 and NINETY-SEVEN AND 88/100 Dollars on the 13th day of each and every month thereaft contil said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 13th day of APRIL 1933 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balase and he remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to hear interest after the date for payment thereof, at the rate of 16.00 per cent per annum, and all such payments being made payable at ALL AMERICAN BANK OF CHICAGO or at such other place as the legal holder of the note may, from time to time, in writing appoint, witch is tearther provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued in the contraction of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued in the payment of the ead in his Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto or undy wave presentment for payment, notice of dishonor, protest and notice of protests.

NOW THEREFORE, to secure the payment of the said principal sum and continue to the payment of the said principal sum and continue to the payment of the said principal sum and continue for the days in the payment of the said principal sum and continue for three days in the payment of the said principal sum and payment for payment, notice of dishonor, protest and notice of protests. The North 8 inches of Lot 503, all of Lot 504 and the South one-third of Lot 505 in Dewey S. Cunningham's Subdivision, of the North three-quarters of the East half of the North East quarter of Section 30, Townsaip 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 7229 S. Wood, Chicago, Illinois 60636. which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and "offits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a pacity 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, wait, tigh? ower, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), see is, window shades, awings, storm doors and windows. Roor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and, evel to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus—uipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon ne uses 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, which said r_bits ad _nefits Mortgagors do hereby expressly release and waive.

The name of a record owner is:

BEEDIE MULDROW 7229 S. WOOD CHICAGO, IL. 60636 release and waive.

BEEDIE MULDROW 7229 S. WOOD CHICAGO, IL. 60636 The name of a record owner is: <u>BEEDIE MULDROW</u> 7229 S. WOOD CHICAGO, IL. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the respection by reference and hereby are made a part hereof the same as though they were here set out in full and successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (ball in the State aforesaid, DO HEREBY CERTIFY that DOLLIE MULDROW (his wife) personally known to me to be the same person subscribed to the foregoing instrument of appeared before me this day in person, and acknowledged that the signed, sealed and delivered the said instrument of th 29th MARCH Given under my hand and official seal, this This instrument was prepared by ELSIE CASSITY 3611 N. KEDZIE CHICAGO, Mail this instrument to ALL AMERICAN RAND ADDRESS) CHICAGO, IL. 3611 N. ILLINOIS (STATE) KEDZIE 60618 (ZIP CODE) 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 sporier 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 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 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.
- ease of insurance about to expire, shall deliver renewal policies not less man ten days prior to the respective dates of expiration.

 4. In case of dial therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgar within any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any tax lien or other prior lien or little or claim thereof, or redeem from any tax sale or ford, the affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid discontinuous contents on the premise and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized to each matter concerning which action herein authorized is thereon at the rate of nine percent per annum, haction of Trustee or each matter concerning payable without notice and wand are set thereon at the rate of nine percent per annum, haction of Trustee or the note shall never be considered as a waiver of any right accruing to, term in account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holder 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 A ir debtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal or account without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or 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 contained.
- 7. When the indebtedness hereby secured shall k-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. " orcelose the lien hereof, there shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any 'at to orcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expected seems and some standard of Trustee or holders of the note for attorneys' fees, Trustees' fees, appraiser's fees, outlays for a commentary and expect vidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry. It is educated) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrene certificates, and similar data: a distance with the special to the title to or the value of the protectus such suit or to evidence. It is different and shall be come so much additional indebtedness secured hereby and immediately distances 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 are as a suit including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claims it or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, shich in ght affect the premises or the security hereof, whether or not actually commenced.

 8. The proceeding for the reader of the mentage of the content of the proceeding in the process of the process of the process of the process.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and appied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items when under the terms hereof constitute secured indebtedness addition at to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four the discovery of the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four the discovery of the note hereby secured, with a constant of the note of t
- 9. Upon or at any time after the filing of a complaint to forcelose this Trust Deed, the Court in sich 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 hen value of he premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such provides the properties of the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such provides and a such increase the file of the file statutory period for redemption, whether there be redemption of not, as well as during any further times when Mort agors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be recessary train 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 indebter here secured hereby, or by any decree forcelosing this Trust Deed, or any tax, special assessment or other line which may be or become superior in the line herefor or of such decree, provided such application is made prior to forcelosure 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 ar, def nse 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 ther a 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 obtgated ... 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 omiss ons hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require ndemr ties 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 a lindebtedness 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 indebtedneshereby 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 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 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.

PORTANT	

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 in the within Trust Deed has been
identified herewith under Identification No.

END OF RECORDED DOCUMENT

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