LEGAL FO	COLE® FORM No. RMS September,	1975				
TR	UST DEED (Illinois) use with Note Form 1449	ļ		26	571 647	
(Inter	est in addition to monthly principal payments)					
	M-	rch 14	63		or Recorder's Use Only Suzman and Eileen	
	TURE, made		, 1983,	Detween	herein referred to	a as "Mortgagors"
nd		Bertram A.	Stone		nerem referred (c	o as mortgagors,
	d to as "Trustee," with			balder or baldess of th	- Installment Nata haveinafte	- described in the
	~ \$47 AAA AA				e Installment Note hereinafte	
videnced by	he rertain Installment	Note of the Mort	inal cum in installs	nante as follows: One	e Hundred and no/10	0
ollars, on th	e day o	f April	19 <u>83</u> and _	One Hundred and	no/100 of April 2022, w	
Jollars, on the of the balance	e	each month thereaf	iter to and including fune 202	the <u>ISE</u> day of the St. with interest on the	principal balance from time	vith a final payment to time unpaid at
he rate of		per annum, paya	ble monthly on the	dates when installment	s of principal fall due and sl	hall be in addition
o the amount	due on principal;n	of said installment	ts of principal beari t. Castle Met	ng interest after maturity al <u>Finishing</u> Co	rat the rate of NO per c	ent per annum, and ve., Schiller
the election	176 or at such other p	ace is the legal he	older of the note m	ay, from time to time, in	rp., 4631 N. 25th A writing appoint, which note foreon, together with accrued in ayment, when due, of any inst	urther provides that
or interest in	accordance with the teri	ms increoi or ii, ca	se derauit shaii occ:	ur and continue for three	e days in the performance of a	iny oiner agreement
contained in	this Trust Deed (in whi	ch event (lection n	iay be made at any	time after the expiration or, protest and notice of	n of said three days, without n	notice), and that all
terms, provis	ions and limitations of	this trust deed, ar	I the performance	of the covenants and a	money and said interest in a greements herein contained, by	y the Mortgagors to
CONVEY an	d WARRANT unto th	e Trustee, its or h	s suice sors and a	nd paid, the receipt whe ssigns, the following de	reof is hereby acknowledged, of cribed Real Estate and all of	do by these presents f their estate, right,
City	rest therein, situate, lyi		NTY ()F	Cook	AND STATE OF	ILLINOIS, to wit:
			' (-		
Lot	4 (except the	East 22.5 fe	et thereof.)	and the East 20	feet of Lot 5 in (
Hym	an & Peter's Su	abdivision o	E Block 60 🖫	. Division of Se	etion 19, Township	44
39	North, Range 14	, East of t	ne Thurd Pru	ciyal Meridian.	Ŷ.	00
	CC	OOK COUNTY, II	LIMOTE	de transfer	Oliver	4 1 - j
		FILED FOR RE	CURU	200 2471.		
		DOK COUNTY. II FILED FOR RE		State registre of		·
		FILED FOR RE 183 APR 18 A		Officeader of 1		·
Note and a	.19	183 APR 18 A	H II: 34	2657 . 61		
which, with t	lg	183 APR 18 A	1 11: 34	2657 161	7	es and profits therec
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RECORDER'S OFFICE BOOK

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 perior 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 on ow 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.

Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and ther charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or due it is receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or a manner sment which Mortgagors may desire to contest.

3. Mortgagors s'all keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm ander policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to ray in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of our set 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 of each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expect the deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default there, \(\text{\text{\$\coloredge}}\), \(\text{\text{\$\coloredge}}\) and the leaders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form an' ms' her deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and puckets, 'discharge, compromise or settle any tax lied or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting sair premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connect of the note to for the note to protect the more signed premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, s' \(\text{\text{\$\coloredge}}\) be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest theref at the "ate 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 '\text{\coloredge}\), on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby sec new 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 tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness here a mitioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and with at ratice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to be contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for any days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due wheti or 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 'en har cof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the 'en har cof, there shall be allowed and included as additional includedness in the decree for sale all expenditures and expenses 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, outlays for documentary and exper evience, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of proving all such abstracts of title, title scarches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with the cities to rive the content of the premises, and dition, all expenditures and experted the rive condition of the title to or the value of the premises. In addition, all expenditures and experted in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any tit, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plain if, laimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any sait 'or 'the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any incented suit or proceeding 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 distributed and applied in the foll wing 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 indebtedness additional to that evidency if the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to h.o. tragors, 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 in which such complaint is filed may appoint a 9. Upon or at any time after the fluing of a complaint to foreclose this I rust Deed, the Court in which such campi ant is field may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard it it e solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whetler the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have powe, it collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, du in; the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the income in such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual it such ases 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 secured here or you we decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of uch 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 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 access 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 obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or 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 indemnities 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 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 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. indebtedness or any part increas, whence of the control of the Rider hereto attached.

The Installment Note mentioned in the within Trust Deed has been

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.

ider Identification 13. 31483 identified herewith yr

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RIDER

This Rider is expressly a part of the Trust Deed dated the // day of March, 1983 to which it is attached.

This Trust Deed is expressly made subject to the following provision as sec forth in the Installment Note of even date hereof:

in the event of the sale of the above described premises or in the event the mortgagors of the above numbered trust at a.w + ime hereafter surrender possession of said premises the holer; of the note may at their option upon written notice to the not gagors or holders declare all sums due under the note to be ame immediately due and payable.

Witness the Pards and seals of Mortgagors the 14 day of March, De Jamie 1983.