UNOFFICIAL COPY

EORGE E. COLE	- TRUST DEED (ILLINOIS)	FORM NO. 206 April, 1980	
•	For Use With Note Form 1448 (Monthly Payments Including Interest)		•
5	CAUTION: Consult a lawyer before using or acting under this form. Www.rranties, including merchantability and fitness, are excluded	i.	
	made March 5,	, ₉ 83	
HIS INDENTURE	ce Henry & Alice M. Hen	.,,	26613876
wizo			
(NO.	Avenue, Bellwood, I	11 (STATE) & Trust	
	Lawrence Chicago, Ill	(STATE)	
aunia referred to a	"Tructee " witnesse or " but Whereas Mortgago	es are justly indebted	The Above Space For Recorder's Use Only undred_fifty_seven_& 28/100
erewith, executed to the Mortgagors pro collars, and interest	omise to pay the principal sum of Three the	alance of principal remai	ning from time to time unpaid at the rate of per cent
-	ncipal sum and interest to be p., ab'. in installment 2 th day of, 1983,		nty 2 36/100
ne <u>12th</u> day hall be due on the . o accrued and unpa	of each and every month thereafter un it said out 12±h, day of June 125" id interest on the unpaid principal balance an the	such payments on account emainder to principal;	t the final payment of principal and interest, if not sooner paid, at of the indebtedness evidenced by said note to be applied first the portion of each of said installments constituting principal, to
ade payable at _	Albany Bank & Trust Co.	te ur resprovides that	of per cent per annum, and all such payments being or at such other place as the legal at the election of the legal holder thereof and without notice, the
rincipal sum remai ase default shall oc ad continue for the	ining unpaid thereon, together with accrued interecting in the payment, when due, of any installment of the days in the performance of any other agreement.	est there on, shall become of principal or in an stin a st contained in this Toust	at once due and payable, at the place of payment aforesaid, in condance with the terms thereof or in case default shall occur Deed (in which event election may be made at any time after the entment for payment, notice of dishonor, protest and notice of
NOW THERE bove mentioned no lso in consideration VARRANT unto	of the sum of One Dollar in hand paid, the recther Trustee, its or his successors and assigns, the	following described R	st in accordance with the terms, provisions and limitations of the mans herein contained, by the Mortgagors to be performed, and acknowledged, Mortgagors by, these presents CONVEY, AND It sate a and all of their estate, right, title and interest therein, AND STATE OF ILLINOIS, to wit:
situate, lying and be Lot 5	7 in Cummings & Foreman	Real Estate	Corporation Sixth Addition ion 17, Township 39 Morth,
	12, East of the Third		
	6	1.50	
n oo =			4
U		esta a An S	26015876 4 A - A - A 10.00
TOGETHER during all such tim secondarily), and a and air conditioni	es as Mortgagors may be chifiled thereto (which r all fixtures, apparatus, equipment or articles now one ng (whether single units or centrally controlled).	d appurtenances thereto rents, issues and profits a or hereafter therein or th and ventilation, includi	belonging, and all rents, issues and profits there of for solong and the pledged primarily and on a parity with said to all est the and not ereon used to supply heat, gas, water, light, power of the retailing (without restricting the foregoing), screens, wind we all as, All of the foregoing are declared and agreed to be a point of the
mortgaged premis articles hereafter p TO HAVE A herein set forth, fr	es whether physically attached thereto or not, and i olaced in the premises by Mortgagors or their succ ND TO HOLD the premises unto the said Truste ee from all rights and benefits under and by virtue	it is agreed that all buildir essors or assigns shall be e. its or his successors an	igs and additions and all similar or other apparatus, equipment or
The name of a rec			
This Trust De herein by referen- successors and ass	ce and hereby are made a part hereof the same a	is and provisions appeari is though they were her	ng on page 2 (the reverse side of this Trust Deed) are incorporated e set out in full and shall be binding on Mortgagors, their heirs,
	ands and seals of Mortgagors the day and year fire	st above written. (Seal)	Alice meny (Seal)
PLEASE PRINT OR TYPE NAME(S)	Maurice Henry		Alice M. Henry
BELOW SIGNATURE(S) **		(Seal)	(Seaf)
100000000000000000000000000000000000000	ounty of Cook in the State aforesaid, DO HEREBY C	ss., ERTIFY that Mau	I, the undersigned, a Notary Public in and for said County Price Henry & Alice M. Henry.
MORESHA A SEAL AF HERE A	his wife personally known to me to be the san appeared before me this day in person	ne person S whose i	they signed, sealed and delivered the said instrument as
(2)	right of homestead.	y act, for the uses and p	urposes therein set forth, including the release and waiver of the
Commission expi	res	Jaren	Notary Public
This instrument v		(NAME AND ADDRESS)	
Mail this instrum	749 3400 N. Lawrence. (st Co. N.A. Chicago, Ill	inois 60625
OB BECORDE.	(CITY)		(STATE)

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 due any indebtedness which may be secured by a lien or charge on the premises 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 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.
- 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.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore require 1 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 are mbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any ix sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of i.e. to te to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning havable with a truing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Truste cri he holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, strement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into new sidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall ay ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything it, are 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 of aut 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 become due whether by the terms of the note described on page one or by acceleration or of Illinois for the enforcement of a mortgag debt. In any suit to foreclose the lien hereof and also shall have all other rights provided by the laws debtedness in the decree for sale all expendit res and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for (which may be estimated as to items to be expense swhich may be paid or incurred by or on behalf of Trustee or holders of the note for (which may be estimated as to items to be expense of r decrementary and expense set estimated as to items to be expense of r let entry of the decree) of procuring all such abstracts of title, title searches and examinate resonably necessary either to prosecute such suit or to evicence to bidders at any sale which may be had pursuant to such decree the true concomes on much additional indebtedness secured hereby and imite activities and expenses of the nature in this paragraph mentioned shall bepaid or incurred by Trustee or holders of the note in connection in the (a) and action, suit or proceedings, to which either of them shall be a party, either as plaint it, cla mant 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 which might affect the premises or the security hereof, whether or not actually commenced: or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including a law a items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebactives. Additional to that evidenced by the note hereby secured, with sentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust D.ed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, w 'out notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value on the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receive. Such receiver 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 said and a deficiency, during the full statutory such receiver, would be entitled to collect such rents, issues and profits, and all other powers which m, e.g. necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of and efficiency are usual in such cases for authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) "be in 3bt indices secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become assurant 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 a knier y.
- 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 hereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust. be a gated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for an act, 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 require of an operson who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all incentification hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a 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 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.

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END OF RECORDED DOCUMENT