UNOFFICIAL COPY

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	TRUST DEED (ILLINOIS) For Use With Note Form 1449 interest in Addition To Monthly Principal Payments	
CAUTION CO	Principal Payments) Consult a lawyer before using or acting under this form s, including merchantability and litness, are excluded.	- Garama - Arrela de la composición
		7
THIS INDENTUP., made.	June 11, 1983 between and Monica J. Brown AKA Monica	
		00
J. Miller, his 77724 W. 91st Hid	Lory Hills, Illinois 60457	26647418
(NO. AND STRE	REF () (CITY) (STATE)	
MI	IDLO 'H.AN' STATE BANK	
3737 W (NO AND STR	Vest 147th Stre (, Midlothian, Illinois	
herein referred to as "Truste	ee," witnesseth	The Above Space For Recorder's Use Only
		of the Note hereinafter described, in the sum of \$ 17,932.80
evidenced by one certain No	lote of the Mortgagors of ever Jate herewith made payable to Mi	idlothian State Bank and delivered, in and by which said Note the
Mortgagors promise to pay Dollars, on the 11th Dollars, on the 11th	the said sum in consecutive month y instillments as follows: day of	One Hundred Forty Nine and 44/100 One Hundred Forty Nine and 44/100 Ty paid; each of said installments shall bear interest after maturity
at the rate of 13.12 pc Miclothian, Illinois, or at se election of the legal holder t payable, at the place of pay case default shall occur and made at any time after the dishonor, protest and notice	per cent per annum, and all of said paym into a sing made payable such other place as the legal holder of the second of the seco	le at MIDLOTHIAN STATE BANK, 3737 West 147th Street, to time, in writing appoint, which note further provides that at the gether with accrued interest thereon, shall become at once due and in due, of any installment in accordance with the terms thereof or in ment contained in this Trust Deed (in which event election may be arties thereto severally waive presentment for payment, notice of
NOW, THEREFORE, trust deed, and the performs One Dollar in hand paid, the and assigns, the following of		ey in accordance with the terms, provisions and limitations of this thoragagors to be performed, and also in consideration of the sum of CONVEY and WARRANT unto the Trustee, its or his successors east herein, situate, lying and being in the
Frederick H. Ba in the West 1/2 Principal Merid Document 127066	n being a Subdivision of Lots 36 to bartlett's Palos Township Farms First bards of Section 1. Township 37 Noth, Rangdian, according to the Plat thereof re651, in Cook County, Illinois.	Addition, a Subdivision age 12. East of the Third
TOGETHER with all- long and during all such tim- all apparatus, equipment o- single units or centrally con- coverings, inador beds, aw- not, and it is agreed that all considered as constituting in TOHAYE AND TO! forth, free from all rights: Morgagors do hereby expri to an estate of homestead in rightly possessed by lease or The name of a record owne. This trust deed consist herein by reference and ave-	nex as Mortgagors may be entitled thereto (which are pledged prim or articles now or hereafter therein or thereon wed to supply heat introlled), and ventilation, including (without restricting the fore inngs, stores and water heaters. All of the foregoing are declared Ill similar apparatus, equipment or articles hereafter placed in the part of the real estate. HOLD the premises unto the said Trustee, its or his successors ar and benefits under and by virtue of the Homestead Exemption ressly release and waive: Which Provides as follows: "ICh, 52, pa to the extent in value of \$7,500 in the farm of to of land and but or otherwise and occupied by him or her as a residence, or in a cooper er; is Bernard E, Brown and Monica J. Brown so of the pages. The covenants, conditions and proxisions appear or a norther rect and shall be binding on Morteagors, their plairs. We is not the side of the pages.	ring on page 2 (the reverse side of this Trust Deed) are incorporated incocessors and assigns.
	d send of Mortgagors and sear first above written. Demond E. Brown Bernard E. Brown	Monica J. Brown AKA Monica J. Miller
PRINT OR TYPE NAME(S)	Connected Company	
BELOW SIGNATUREIS)	(Seal)	(Seal)
State of Illinois, County of	in the State aforesaid, DO HEREBY CERTIFY that Berna	f. the undersigned, a Notary Public in and for said County and E. Brown and Monica J. Brown
MPRESS. SEAL HERE	AKA. Monica_JMiller, _his_wifeabove subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _t_h_ey signed, sealed and delivered the said instrument as	
5	their free and voluntary act, for the uses and p	purposes therein set forth, including the release and waiver of the
Gren under my hand and	diothicial seal, this 11th day of	
S. A.	- p-Gcommiscion_extraca_tument_tt; td=0	Notary Public
This instrument was prepa	Konda Graman 3737 W. 147th	Street Midlothian, 111inois 60445
Mad this instrument to	Midlothian State Bank 3/ Midlothian 111 (CITY)	37 W. 147th Street 60445 (ZIPCODE)
OR RECORDER'S OFF	FICE BOX NO	JIAM JOHN

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 mechanics like no rilies in favou of the United States or other liens or claims for lien not expressly subordinated to the lien hereoft; (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 present 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.
- 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 insufrance 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 instrance policies payable, in case of loss or damage, to I trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage—use 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 its manner about to expire; shall deliver renewal policies including additional and renewal policies to holders of the note, and in case of its manner about to expire; shall deliver renewal policies including additional and renewal policies to holders of the note.

 3. In case of default therein Tenner the Atlant College.
- cas of it, utance about to expire, shall deriver renewal poticies not ress mainten days prior to the respective was so expressions.

 4. In case of default therein, Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior e cumb-mees, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or fulle or claim thereof, or redeem from any 1 xs a cro for feitlein and prior and prior the prior is set of for feitlein effecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all extense poid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of y new crystocet the mortgaged premises and the lien hereof, plus reasonable companion to Trustee for each matter concerning which action be circ atthiorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with a out a control of the interest theorem at the rate of mice per cent per annum. Inaction of Truste of or hidders of the more shall never be considered as waver of any right act, one of them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee is the solers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may according to any bill, satemant or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, ment or estimate or into the viadra of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay et by any tax, assessment, sate, tortesture, tax lien or title or claim thereof.

 At the election of the holder by ne principal note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the 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 defar a shill occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.
- herein contained.

 7. When the indebtedness hereby see and shall become 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 as r_i, bit to forechose the lien hereof, and also shall have all other rights provided by the laws of Illustrees, holders of the note or Trustee shall be allowed to the control of the note of the control of the control
- A. 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 expresses incident to the foreclosure proceedings, including all survivers as a are mentioned in the preceding paragraph hereof, second, all other items which under the terms betroof constitute secured indebtednes as a first and to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid, ourth, any overplus to Morgagors, 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, th. Co. it in which such complaint is filed may appoint a 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deca, it is which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without reade without regard to the solvency or insulvency of Mortgagous at the time of application for such receiver and without regard to the then value 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, out ceiver 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 side and a deficiency, during the full statutory period for seldemption, whether there he redemption of not, as well as during any further time "Len Mortgagores, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be resea, yet are usual in such cases for the protection, possession, centrol, 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 i debtedney secured hereby, or by any detree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be occored so it or or the lien hereof or of such decree, prossled such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficit according to the properties of the properties of the deficiency in case of a sale and deficit according this Trust Deed, or any tax, special assessment on which may be occored so it or or the lien hereof or of such decree, prossled such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficit according to the properties of the properties of the properties of the properties of the properties.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject () at v defense which 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 builted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be oblig; or to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a tyre on inscinding the remote 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.
- 3. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence the all instabledness secured by this Trust Deed has been fully poid, and Trustee may execute and deliver a release hereof to and at the request of an person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtocoss 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 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 extilicate of identification purporting to be executed by a prior trustee herein descripted at a 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. 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, the Trustee 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 FIRED FOR RECORD.

Trustee
lentified herewith under Identification No.
he installment Note mentioned in the within trust Deed has bee

END OF RECORDED DOCUMENT