UNOFFICIAL COPY

15

			FORM NO.	207				
BE.	т	RUST DEED (ILLINOIS)		-				1.
	_ For	Use With Note Form 1449 rest in Addition To Month	, ly		26	733488		1
2. 3 ·		Principal Payments)						٠.
	CAUTION: Const All warrantes, Inc	it a tawyer before using or acting un luding merchantability and fitness, a	der this form. are excluded.				10.0	20
			LUG-15-83 7 5	7318	26733488	A — 851	±0.	
IS INDENTI'S	RE, made	August 11,	19_83 bet	tween				
Lar_'	E. Fitt	and Judith Fitt	, his wife					
	6	Ave. Orland Pa	rk, Illinois					
16441			TY) (STATE)					:
(NO ein referred to	as "M _(tgar	rs." AND						
	Mil/	CIHIAN STATE BE						
	3737 Wes	t 1//th Street, Midlothi	an, Illinois TY) (STATE)	 -		or Recorder's Use Only	,	i i
					The Above Space I	in the sum of\$11.73	6.36	- :
THAT WHE	DEAS the N	forteagors are jump indebt	ed to the legal holder or l	3446 1848 K	ote hereinafter described.	in the sum of the sum	Dollars,	:
Eleven	1 Inousa							:
videnced by one fortgagors prom	nise to pay th	e said sum in consecutive	701 117 123		Two Hundrea Sev	enteen and 3 "		-
ollars, on the	13.00 per	cent per annum, and all of	sair pay nents being mad	le payable at M m time to time,	DLOTHIAN STATE B in writing appoint, which	note further provides th	at at the	:
Aidlothian, Illine lection of the leg	ois, or at sucl gal holder the	reof and without notice, the	sum rer ainii g urpaid the	ereon, together v int, when due, o	any installment in accord	ance with the terms ther	eof or in may be	
ayable, at the pl ase default shall	lace of payme	day of each mo.; cent per annum, and all of in other place as the legal hereof and without notice, the ent aforesaid, in case defaultontinue for three days in the oppration of said three days of protest.	performance of any other, without notice), and the	er agreement con at all parties th	ereto severally waive pre-	entment for payment, r	totice of	
lishonor, protest	t and notice of	kpiration of said three days of protest. Me Mortgagors to secure the ce of the covenants and agre eccipt whereof is hereby ac- ceribed Real Estate and all eland Park. COU	payment of the sair sum	o money in ac	cordance with the terms, I	provisions and limitation so in consideration of th	s of this e sum of	
now, THE	he performant	e of the covenants and agre eccipt whereof is hereby ac	ements herein contined, knowledged, do by the	by the Mongag	Y and WARRANT unto	the Trustee, its or his su ing in the	ccessors	
and assigns, the	following des	eribed Real Estate and all land Park, COU	of their estate, right, title	and increase and	AND	STATE OF ILLINOIS	s, to wit:	
			_		setheast Ouarte	r of the		_ \
Lot 1	154 in ''	Fernway Unit Two	A Subdivison	f the Sca	twest Quarter	of the $\setminus \mathcal{A}$	1639	91
South	heast Qu	arter of Section	23, and Part	of the W	st 60 Acres of	the It No. 1. All	5 6	Ŋ
South	hwest Qu	arter of Section arter of Section 6 North, Range 1	23, and a Res	ubdivisio Third Pr	incipal Meridia	n, in Cook	8	لسسب
in To	auchia 3	6 North, Range	IZ, East O: the			~		
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	ty, Illi	nols		· "			eof for so rily), and	
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- 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 uperior 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.
- 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 c'se if default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of horize fors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumble...ces, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale in orfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense paid or incurred in connection therewith, including reasonable autorney? fees, and any other moneys advanced by Trustee or the holders of the not 10 protect the mortigaged premises and the lien hereof, plut reasonable compensation to Trustee for each matter concerning which action here in a horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without nottee at a 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 waiver of any right acc. [ing 1] them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, strenger or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuaty if any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it is of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of inc privipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the privipal 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indehtedness hereby secured 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 nave the right to forcelose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt, it any suit to forcelose the lien hereof, there shall be allowed and included as additional indehtedness in the decree for sale all expenditures at dexp rases 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, out vs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended at the case of the case of the cost of the case of the cost of the case of the cas
- 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 all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebteours additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unlaid fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- sentatives or assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, or Tourt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, wit 100°, instice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then sale; 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 c. ... of a sale and a deficiency, during the full statutory period for redemption, whether there he redemption or not, as well as during any further times which have the necessary or are 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), i.e. adebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become up arior 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 of ciency.
- 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 Trust. 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 ar 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.
- saustactory to nim perore exercising any power nerein given.

 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evider e t' at all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the releast of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indicentary of the secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a succe. or rustee, 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 uports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and h have note that the principal note 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.

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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	ьесл
identified herewith under Identification No.	
Trustee	

END OF RECORDED DOCUMENT