-UNOFFICIAL COPY

TRUST DEED (ILLINOIS)	
(Monthly Payments Including Interest)	
•	- 26756896
	10.50
HIS INDENTURE, made August 22,117.31.83 7 5 6 837 8	26756896 A - REL 10.20
etween Joe Hagan and Mary J. Hagan his wife	
87 5 3. Bishon Chicago Illinois (NO.AND STREET) (CITY) (STATE)	
erein referred to as "Mortgagors," and	
Don Curbs	ļ
1701 C. Lt. Ave. Suite 304 Maywood, Ill. 60153 (*) AN)STREET) (CITY) (STATE)	ļ
erain referrer to	The Above Space For Recorder's Use Only
o the legal holder of a princ pal promissory note, termed "Installment Note," of even date erewith, executed by "origa" is, made payable to Bearer and delivered, in and by which tote Mortgagors promise to "ay!" increpal sum of "ENG PROUSANT INE https://doi.org/10.1016/j.mid.	dred fourty rise & 97/100 (5040 02)
Dollars, and injected from Avery it 26, 1983 in Mathibilities (Republication	DEPOSIT FOR THE PRODUCTION OF
examining succeptinis (parsons in 167 - 251 to be payable in installments as follows: 2ne booklars on the 18t day of 2ctober 1883, and 2ne hundred the	undred fifty three & 97/100 (153.97)
he1st day of each and every munth bereafter until said note is fully paid, except t	hat the final payment of principal and interest, if not sooner paid,
hall be due on the1st day or	kintoliakeandetaetnessexulishteli hiyaldonke oo betonlied aks Ixaleppenjon aleachol sajd installmenis constantiak paintabalka
Ke'eyren'i hoy hald when when to bear interest after used a t for payment thereof, at the rat	te of29.1 Feer cent per annum, and all such payments being
nade payable at <u>Fidelity Finar ial Services</u> , Inc. noider of the note may, from time to time, in writing pooint which note further provides the rincipal sum remaining unpaid thereon, together with ar .ue. interest thereon, shall become asse default shall occur in the payment, when due, of any i stall ent of principal or interest in	or at such other place as the legal at at the election of the legal holder thereof and without notice, the
ornerpal sum remaining unpaid thereon, together with actual interest thereon, shall become asset default shall occur in the payment, when due, of any it shall tent of principal or interest in asset default shall contribute the payment of a property of the payment of the payme	me at once que and payable, at the place of payment aforesaid, in n accordance with the terms thereof or in case default shall occur
and continue for three days in the performance of any othe. "are and contained in this Truspiration of said three days, without notice), and that all pares there's severally waive protest.	resentment for payment, notice of dishonor, protest and notice of
NOW THEREFORE, to secure the payment of the said princip as an of money and into	erest in accordance with the terms, provisions and limitations of the
NOW THEREFORE, to secure the payment of the said princip as an of money and into those mentioned note and of this Trust Deed, and the performance of the covenants and agree the soin consideration of the sum of One Dollar in hand paid, the recipit where, is so in consideration of the sum of One to the said of the trustee, its or his successors and assigns, the following described R	y acknowledged, Mortgagors by these presents CONVEY AND leal Estate and all of their estate, right, title and interest therein.
ituate, lying and being in the City of Chicago ,COUNTY	OF Cook AND STATE OF ILLINOIS, to wit:
Lot 25 in Block 27 in Fourth Addition to Auburn Aig	zhlands.
being Harts subdivision of Lots 13 to 16 in Circuit	Court
Partition of the Northwest 14 of Section 32, Towns	ir 58 North.
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Trange 14, East of the Third Principal Meridian, in Illinois,	Cork county,
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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 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 building 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore review of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on present may and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from "tax 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 the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which ticle herein authorized may be taken, shall be so much additional indebteness secured hereby and shall become immediately due and payable "ac a votice and 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 a 'right accruing to them on account of any default hereunder on the part of Mortgagors.
- The ITU se if the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessment ording to my lift statement or estimate procured from the appropriate public office without inquiry into the accuracy of such restimate so in a deciding of any tax, assessment, sale, forfeiture, tax lie not title or claim thereof.
- 6. Mortgagors shall part each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 6. Mortgagors shall part each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 6. Mortgagors shall part 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, and case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- New the indebtedness 'er' by curred shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tru' ce shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a nortgap. 'ht. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expent 'uters on describers of the note for attorneys' fees, Trustee's fees, appraiser's ces, or lays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, ar', si, tilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecutes use is sui or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premise. ', ', ' 'ion, all expenditures and expenses of the nature in this paragraph mentioned shall be proceedings, to which either of them shall be a party, either 'o rivality, claimant or defendant at the rate of none per cent per annum, when paid or incurred by Trustee or holders of the note in convection, suit (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either 'or-initiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threate ed suit 'occeeding 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 following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, in adding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured adeb educes additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest reliable and interest reliable and overplus to Morigagors, 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 are of 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 without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the vice 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. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, it case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furnation of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which are the protection, control, management and operation of the premises during the 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 c (1). The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or see superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case or a steep 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 god and available to the party interposing same in an action at law upon the note hereby secure.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable fir es 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 To be be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be l'alle 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 satisfact ry evir ince that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to at at it is upon the person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing man at is bettedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of success, trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purports to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note at it is not herein described and herein contained of the principal note at it is not herein described any note which conforms in substance with the described herein, he may accept as the genuin or in an ote 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, Roger Stockmo
 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.

The Installment Note mentioned in the within Trust Deed has been

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 FILED FOR RECORD.

identified herewith under Identification No. Don Comba

END OF RECORDED DOCUMENT