UNOFFICIAL COPY

GEORGE E. COLE		FORM NO. 206			
	RUST DEED (ILLINOIS)	April, 1980			
	Jse With Note Form 1448 Payments Including Interest)				
_	It a lawyer before using or acting under this for uding merchantability and fitness, are exclud	rm,			
All warranties, incit	uding merchanlability and litness, are exclud	led.			
THIS INDENTURE, made0	ctober 15, OCT-1	.9-83 718 ⁸³ 2.9	3 26827140	A - REC	10.
betwe La rence Vende	r and Betty J. Vendo	er, his wife			
200 11	01/ T1				
332_H ize. wood_Lai NO. ND STREET) herein referred to as 'Moi gagors.	"and Albany Bank & T	(STATE) Trust Co. N. A.	268	827140	
3400 West Lawer	Avenue, Chicago,	11 60625			
herein referred to as "Trustee" w	Avenue, Chicago, (CITY) v.nes eth: That Whereas Mortgag	ors are justly indebted	The Above Space	For Recorder's Use Or	ıly
to the legal holder of a principal pherewith, executed by Mortgagors note Mortgagors promise to pay ti	s, m " payable to Bearer and deli principal sum of Eight T	int Note, of even date ivered, in and by which housand Six Hur	dred Sixty Four a	nd 00/100	
Dollars, and interest from	on the	balance of principal rema	ining from time to time unpaid	at the rate of 15.50	per cent
per annum, such principal sum and Dollars on the 19th day of D					
	every month thereafter atil sail no				
shall be due on the 19th day to accrued and unpaid interest on					
the extent not paid when due, to				um, and all such payme	
made parable at Albany	Rank & Trust Co. W			of such other place as	the local
holder of the note may, from time principal sum remaining unpaid the case default shall occur in the payr	hereon, together with accrued inte	er on, shall becom	e at once due and payable, at the	ae place of payment afo	resaid, in
and continue for three days in the	performance of any other agreeme	ent coata aed in this trust	Deed (in which event election i	nay be made at any time	after the
expiration of said three days, with protest.					
NOW THEREFORE, to see above mentioned note and of this	cure the payment of the said princip Trust Deed, and the performance o	at sum of mon y and in.er of the covenant and agree	est in accordance with the terms ments herein contained, by the	, provisions and limitati Mortgagors to be perfor	ons of the med, and
also in consideration of the sum of WARRANT unto the Trustee, it	of One Dollar in hand paid, the r ts or his successors and assigns, th	eccipt whereof is ner by ie following describe Re	cknowledged, Mortgagors by Estate and all of their estate	these presents CONV, right, title and interes	EY AND t therein,
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VOFFICIAL

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 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 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 lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repla or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurpolicies 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 in gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, an ease of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case do fault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mor sa or in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 or or ieture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses per do untred 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 action herein as the 12 d may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and this 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 waver of any right accruing to the note shall never be considered as a waver of any right accruing to the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note of the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the note shall never be considered as a waver of any right accruing the new the new thereof the note shall never be considered as a waver of any right accruing the new
- 5. The Trustee or the hode's of the note hereby secured 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 figure 3 years, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it m of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal 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 default 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 stall 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 the terms of foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In my su to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and cypenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys? fees. Trustees' fees, appraiser's fees, outlays. To mentary and expense stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after a try of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar d.ta. ad assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evid acc. o bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, a eye natures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediate, do and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a), in action, sum proceedings, including but not himited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, c aimant of defendant, by reason of this Trust Deed or any indebtedness hereby to be preparations for the commencement of any suit for the foreclose de of after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distribute 1 and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such 1 er 1 as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair 1 art 1. any overplus to Mortgagors, 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 Courcin which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without totile, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value if 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 case of a sale and, deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Morti gors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which mat be nece sarry or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period of the countries of the intervention of the premises during the whole of said period of the countries assecured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become so perior 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 deficient.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to an defense which would not 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 acce s 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. Trustee be object 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 the multiestation of the major of t
 - 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indettedness 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 indeat and sheeby secured has been paid, which representation Trustee may execute due to the representing that all indeat and successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be recuted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which p reports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he hancever 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 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.

The Installment	Note mentioned	in the	within	Trust	Deed	has	bec

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	 	

END OF RECORDED DOCUMENT