GEORGE E. COLE	Ø	FORM NO. 206   April, 1980			
	TRUST DEED (ILLINOIS) For Use With Note Form 1448	riging 1000			
	(Monthly Payments Including Interest)	1	OC.	054040	
CAU	TION: Consult a lawyer before using or acting under this to	ym.	21	851240	
Alwa	TION: Consult a lawyer before using or acting under this to arranties, including merchantability and fitness, are excluding the control of t	drd.			
18 <b>1</b> 853 <u>3</u> 3383TURE, m	ade July 27711183	701119583	6351240	A - REC	10.00
hetweenWill	151				
$\triangle$ —					
/26 Wesley,	Evanston, Il				
herein refured to as "M	STREET) ortgagors," and Albany Bank & T	(STATE) Prust Co. N. A.			
	rence, Chicago, Il				
herein referred to as "T	S REET) (CITY)  To ster ." witnesseth: That Whereas Mortgag  rip .pac or missory note, termed "Installme	(STATE) ors are justly indebted ent Note." of even date	The Abov	e Space For Recorder	's Use Only
herewith, executed by M note Mortgagors promis	1 rigae made payable to Bearer and del se to roy the principal sum of Four th	ivered, in and by which lousand three hu	ndred fifty	four & 56/100	
Dollars, and interest fro	m on the	balance of principal remai	ning from time to time	unpaid at the rate of _	_14 per cent
per annum, such princip	tal sum and interest to be payable in installing that of	outs as follows: One h	undred twenty	y <u>&amp; 96/100</u>	
the 19th day of c	each and every manth the safter until said n	ote is fully paid, except tha	the final payment of	principal and interest,	if not sooner paid,
shall be due on the	19th day of Nove oer 1986; a sterest on the unpaid principal mane, and the	ill such payments on accour	t of the indebtedness	evidenced by said note	to be applied first
the extent not naid who	nterest on the unpaid principal ' .iianc   and the in due, to bear interest after the date for no	ne remainuer to principal; I vinent thereof, at the rate (	ne portion of each of s of per cent	aid installments consti per annum, and all su	
	andue, to hear interest after the date or par Albany Bank Trust C			or at such other	place as the legal
holder of the note may, principal sum remaining	from time to time, in writing appoint which gunpaid thereon, together with account in the in the payment, when due, of any inst. " or	note further provides that a erest thereon, shall become	t the election of the le at once due and paya	gal holder thereof and	without notice, the
and continue for three c expiration of said three protest.	days in the performance of any other agree in days, without notice), and that all parties if	ent c intained in this Trust I her .o ' .verally waive pres	Deed (in which event e entment for payment,	lection may be made a notice of dishonor, pr	t any time after the otest and notice of
NOW THEREFO	RE, to secure the payment of the said princip and of this Trust Deed, and the performance of the sum of One Dollar in hand paid, the	oalsom if money and intere	st in accordance with the	he terms, provisions ar I, by the Mortgagors to	nd limitations of the
also in consideration of WARRANT unto the	f the sum of One Dollar in hand paid, the i Trustee, its or his successors and assigns, the	receipt where i is her by a	icknowledged, Mortg	agors by these present	ts CONVEY AND
situate, lying and being	in theVillage of Evanstor				
•			COOK	AND STATE OF	ILLINOIS, to wit:
			)		
Lot 13 (exc	cept the W. 5.50 feet of t	the S. 8 fee	rether with	the W. 2.50 i	feet lying N.
of the S. 8	3.0 feet of said Lot) also	the S. 8 feet	orether with ot 12 descri	the W. 2.50 i	feet lying N. ws: Beginning
of the S. 8 at a porint thence W. 9	3.0 feet of said Lot) also t in the S. line of said 1 59.0 feet to a point 2.50	the S. 8 feet of that part of Lot 12, 11.0 fee feet N. of the	or ether with ot 12 descri e W. of the S. li e of s	the W. 2.50 thed as follows. E. corner said Lot 12;	Feet lying N. Ws: Beginning of said Lot 1 thence S. 2.50
of the S. 8 at a poring thence W. 9 feet to the	3.0 feet of said Lot) also t in the S. line of said 1 59.0 feet to a point 2.50 e S. line of said Lot 12	the S. 8 feet and that part of Lot 12, 11.0 fee feet N. of the and thence E. a.	or ather with ot 12 descri w. of the S. live of s long the said	the W. 2.50 thed as follows. E. corner aid Lot 12; the S. line 59.0	Feet lying N. ws: Beginning of said Lot 1 thence S. 2.50 I feet more or
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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 leines or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien theorem, and 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.
- 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 required of M<sub>1</sub> taga yrs in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior enculabre. S. 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 of orfeiture affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses also or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the Lote of the other of the content of the content of the propose therein and the lien hereof, plus reaconable compensation to Trustee for each matter concerning which action hereit aut orized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without not. "In 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 acers." If them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the norts of the note hereby secured making any payment hereby authorized relating to taxes or assessments, in according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, ent or estimate or into the addition of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it are of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the pracipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal of 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 defeat shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby see red st. a become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shaw to e 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 mortgage d. ot. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and year es 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, outla's for commentary 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, and sin, but an assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or it evit ence to bidders 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, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and minimal city lea 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) an action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plan, all 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 acclusive hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be dis ributee 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 indebtean as a diditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining (npa 1; fourth, 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 Dee', 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, 'at' our notice, without regard to the solvency or insolvency of Mortgagus at the time of application for such receiver and without regard to the three or after the same shall be then occupied as a ball the fire of application for such receiver and without regard to the three view receiver shall have power to collect the rents, susces and profits of said rent and the Trustee hereunder may be appointed as such rece' or such receiver shall have power to collect the rents, susces and profits of said rent and afficiency, during the full statutory period for redemption, whether there deepends on one, as well as during any further times who mortgagars, except for the intervention of the protection, possession, control, management and operation of the premises during the whole of sale period. The Court from time to time may detere to apply the net income in his hands in payment in whole or in part of: (1) "no in the discuss secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other line which may be or be one super-for 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 it does not not be apply the management of the lien of this Trust Deed, are not provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the contract of any terror which would not the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and the contract of 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 the contract of the lien hereof or such decree, provided such application is made prior to the firm the provided such applic
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be sub ec, 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 Tr stee 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 a y acts or omissions hereunder, except in case of his own gross negligence or missconduct 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 evience hat all indebtedness 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 the conforms in success or the presentation trustee may accept as true without inquiry. Where a release is requested of a success or the successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting the executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and valet purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and the conforms in substance with the 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 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 ha
- heen 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 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. .

END OF RECORDED DOCUMENT

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