UNOFFICIAL COPY

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November 8,001-178837 704.07 Nove Nadell and Joyce S. Nadell, his wife 92 10. Kilhourn Avenue, Dak Lawn, Illinois 93 10. Kilhourn Avenue, Dak Lawn, Gray,				268	65665		
Ave. Nadell and Joyce. S. Nadell, his wife. 92 n. Kilhuum Awenue, Oak Lawn, Lilinois (GNF) (GNF) The Above Space For Recorder's Use Only The Above Space For	CAUTION All wantent	 consult a lawyer before using or acting under this ties, including merchantability and fitness, are exclusive. 	norm. tuded.				
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Mortgagors promise to pay the said principals am in installments a follows: Dne Thousand Five Hundred — Dollars, on the 8th. day of December. 19.83 and Jne Thousand Five Hundred — Dollars, on the 8th. day of Geach month thereafter to and in uding the 8th day of October — 19.83 with a final payment of the balance does not the 8th. day of November — 19.85 and the 19.87 with interest after muturity at the 4th of 19.87 with interest after muturity at the 4th of 19.87 with interest principal barring interest after muturity at the 4th of 19.85 bit interest principal barring interest after muturity at the 4th of 19.85 bit interest principal and interest being made payable at Lincoln National Banks, 3959. N. Lincoln Age, Chicago, II. or at such other place as the legal holder for the not many, from time to time, in writing appoint, which note furnishes are discipated in the said to the control of the legal holder forced and without note that the election to the payment, when due, of any installment of principal or indices in accordance with the terms therefor of the case default shall occur and continue for three days in the performance of any other agreement continued in this Fir at Beard 3. Shallow the said the said the said to the said the	THATWHEREAS	the Mortgagors are fustly indebted to the					
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amoun, payable monthly on the dates when jurytherens of a more i fail due and shall be in addition to the amount due on principal, each of said inhallments of principal bearing directs after mutinity at the *fine* 2000 to 1 me. *pxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	8th day of Noven	nber 1987, with inter	a principal balance from time to	time unpaid at life	4% above p	prime wxxx	diff ner
Lincoln National Bank, 3959 N. Lincoln LA e. Chicago, IL or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further or dee what at the declared thereof and without che principal sum remaining unpaid thereon, together with accordance that state the clean of the legal holder thereof and without che principal sum remaining unpaid thereon, together with accordance that state the clean of the principal sum remaining unpaid thereon, together with accordance that state the property in the control of the principal sum remaining unpaid thereon, together with accordance that state the property hereoform and the p	annum, payable monthly or principal bearing interest	on the dates when installments of p.nci	p. I fall due and shall be in addition	on to the amount di , and all of said ori	ue on principal; e: ncipal and intere	each of said installme est being made pava	ents of able at
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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 express yabordinated 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 hereoft, 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, service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provistatute, 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, ligh in eq and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or epair ing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance old essay and the cost of the note of the
- 4. I case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinhefore required of Mor garors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior enco. In the prior may have been any table to force the many favor. 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. I le or force the affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expressions and remarks of the prior the prior that the prior to th
- 5. The Trustee or the note are so 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 "...idity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it in 0, indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the 'rine' and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the princip... ne' 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 and loccur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness 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 have all 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 all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. (ii) and the properties of the note of the allowed and included as additional indebtedness in the decree for sale all expenditures and spee as 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, outlays and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after arry if the afterneys fees, trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evider "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, sa e penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured bereby and immediately due and "bide, with interest on a the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any at "on, s. i or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, cla anat or if efendant, by rearron or this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proce. "g." h 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, including all such it emiss are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness a triangle of that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; for (th. 10) ny 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, the our in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notife, without regard to the solvency or insolvency of Mortgagors 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. Such receiver, and libary power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale r d a deciency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times went? oragons, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may the receiver year or 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) The inde of the secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be oecome supe or or 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 defice. ""y.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any then which would not good and available to the party interposing same in an action at law upon the note hereby secured.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated this trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omiss hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require ademni 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 that 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 an error on who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation 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 described and successive which bears is requested of the original note and which purports to be executed by the persons herein designated as 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 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. Chicago Title 8 Trust Co. 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 it in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, po authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed he

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through taggors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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.

END OF RECORDED DOCUMENT