## UNCERCIALGOPY

LEGAL FORMS		FORM NO. 206	23 DEC		
	TRUST DEED (ILLINOIS)	April, 1980	1		
Λ.	For Use With Note Form 1448 Ionthly Payments Including Interest		8	nord are	
			<b>26</b> 9	907117	
CAUTIO All warra	N: Consult a lawyer before using or acting under the inties, including merchantability and fitness, are ex	is form. Icluded.	2:		
	j.	C-23-03 8145	वेन 2690711	7 A - REL	10
THIS INDENTURE, mad	December 16	, 83			
between Richard K					
Kathy Jah	nke				•
1256 W. W	ellington Chicag				
herein r iei a to as "Mor		(STATE)			
Gi_el: Ma	5,5				
(NO TIS	TDEET) (CITY)	Tllinois , (STATE)			
herein referred to as "Trus to the legal holder of a pris	ster, witnesseth: That Whereas Morto palp omissory note, termed "Install rape", side payable to Bearer and to pay it a principal sum of TweTwe December 1, 1983 on	gagors are justly indebted Iment Note." of even date	The Above S	pace For Recorder's Use	Only
herewith, executed by Mo	rt apr s, r ide payable to Bearer and	delithod sand by which	Hundred Sixty On	e Dollars and	76/100
Dollars, and interest from	December 10, 1983 on	the balance of principal re	nual percentage	paid at the rate of _14.	90 <sub>per cent</sub>
per annum, such principal	sum and inte est to be payable in insta day of January , 1984, and	liments as follows: Thre	e Hundred Forty	Six Dollars ar	<u>id 16/10</u> 0
Dollars on the 15th	day of January, 1984, and	Three Hundred	LOLLA SIX DOLITOR	2 and 10/100	_ Dollars on
the 15th day of each	ch and every month here ter until sai	d note is fully paid, except	hat the final payment of prin	cipal and interest, if not	sooner paid,
to accrued and unpaid inte	th day of Decenwe 198 rest on the unpaid princip 1 be an an	a, an such payments on acc d the remainder to principa	l; the portion of each of said i	nstallments constituting	applied first principal, to
the extent not paid when	due, to bear interest after the fate for mont National Bank (f	payment thereof, at the ra	te of per cent per	annum, and all such pay	ments being
made payable atholder of the note may. fro	om time to time, in writing appoint, what impaid thereon, together with accrued	ic' note fu ther provides th	at at the election of the legal h	or at such other place older thereof and withou	as the legal it notice, the
principal sum remaining u	inpaid thereon, together with accrued i	icerest thereon, shall become	me at once due and payable,	at the place of payment	aforesaid, in
and continue for three day	the payment, when due, of any installm is in the performance of any other agre- ays, without notice), and that all partic	ement co tain d in this Trues theret wave ally make	st Deed (in which event electi	on may be made at any t	ime after the
protest.			<ul> <li>A second of the s</li></ul>		
NOW THEREFORE above mentioned note and	E, to secure the payment of the said prind of this Trust Deed, and the performan	ce of the covenar sar and int	erest in accordance with the te	rms, provisions and limit	tations of the
also in consideration of the	he sum of One Dollar in hand paid, the sum of One Dollar in hand paid, the successors and assigns	ne receipt whereof is her	y acknowledged, Mortgagor	s by these presents COI	NVEY AND
situate. Iving and being in	theCity of Chicago	COUNT	OF COOK	AND STATE OF ILLIN	
	in John Queeny's Sub				
of BI	lock 20 in the Canal T	nustees' Subdiv	sion of the East	* of Section	29.
TOwns	ship 40 North, Range l	Last of the I	illia burchal Me	arman, m. coc	)K
Count	y, Illinois.		1		
Count Parcel 2. Lot	cy, Illinois. 168 in John P. Altgeld'	s Subdivision	of Blocks 1, 2, 3	, 4, and 7 and	i the
Count Parcel 2. Lot 4 North	cy, Illinois. 168 in John P. Altgeld 1 % of Block 6 in the	s Subdivision of publication of p	of Blocks 1, 2, 3 part lying Nor'ne	4, and 7 and	the center
Count Parcel 2. Lot 4 North line	ry, Illinois. 468 in John P. Altgeld'n ½ of Block 6 in the of Lincoln Avenue of	s Subdivision of path west !	of Blocks 1, 2, 3 part lying Nor'ne of Section 29	4, 4, and 7 and esterly of the lownship 40 No	the center orth,
Count Parcel 2. Lot 4 North line	cy, Illinois. 168 in John P. Altgeld 1 % of Block 6 in the	s Subdivision of path west !	of Blocks 1, 2, 3 part lying Nor'ne of Section 29	4, 4, and 7 and esterly of the lownship 40 No	the center orth,
Count Parcel 2. Lot 4 North line	ry, Illinois. 468 in John P. Altgeld'n ½ of Block 6 in the of Lincoln Avenue of	s Subdivision of path west !	of Blocks 1, 2, 3 part lying Nor'ne of Section 29	4, 4, and 7 and esterly of the lownship 40 No	the center orth,
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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 satisfactor 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 Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on rior encumbrances, if any, and purchaset, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem om any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized of lexpenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the oter of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning hic. as ion herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payab' wire 'it notice 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 y y this accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The incree or the holders 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 increase the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgago: sha' po ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the color as of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anythir, 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 cool details shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness 'e' rured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Tr. sees all 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 vor verse debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all exper "ture" and expenses which may be paid or hourred by or health of Trustee or holders of the note for attorneys' fees, pressure in the same part of the note for attorneys' fees, pressure which may be paid or pocuring all substracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such uit or to denote 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 premises. In add uon, "I expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and mendie ely due and payable, with interest there at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in conne ion with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either, or a claim of the defense of any uit or the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatene. Or occeding 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 directly and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all user items as are mentioned in the preceding paragraph hereof; scoond, all other items which under the terms hereof constitute secured indebed as a solutional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unput different providences the providence of the providen
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the continuous complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with untotic, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the thin 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. In receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case a a man and a deficiency, during the full statutory period for redemption, whether there be redemption on on, as well as during any further times and Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or saip perior. 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) he includes secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lieu which may be or become a sperio, to the lieu hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and lefticiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 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 a less the to 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 o' nga' is to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for an act of onissions hereunder, except in case of this 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 satisfactory evidence bet ellipsel debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and dether a release hereof to and at the request to the person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebt dness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee any accept as the genuine note herein described any note which bears a crificate of identification purporting to be executed by a prior trustee herein described any note which bears a crequested of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release 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 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.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No.

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

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