UNOFFICIAL COPY

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TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments Including interest)	**************************************	
	D. D. wederte Hee Only	
	The Above Space For Recorder's Use Only 13-13-64 5 2 4 1 6 4 1 2 5 9 2 7 9 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7) 🖟
S INDENTURE, made Januar	ry 5 19.04, between herein referred to as "Mortgagors," and	79
	D.M. Combs That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, rewith, executed by Mortgagors, made payable to Bearer	
ned Instanment Note, it com date not		
delivered, in and by which lote Mortgage	cors promise to pay the principal sum of (\$35866.39) red Sixty Six & 39/100 Dollars, and interest from January 11, 1984	
the balance of principal remaining (ro) 1 t	time to time unpaid at the rate of as Providence processing, such principal sum and interest	
be payable in installments as follows:	Seven Hundred Seventeen & 08/100 (\$717.08) Dollars	
	n'i the eafter until said note is fully paid, except that the final payment of principal and interest, it not	
oner paid, shall be due on the	and up in interest on the unpaid principal balance and the remainder to principal; the portion of each	
said installments constituting principal, to	to the extent not paid when due, to bear interest after the day. Attention of Note Bearing in the color pay from time to time, in writing appoint, which note further provides that	
or at such other place as t	the legal holder of the hold may, the hold may remaining unpaid thereon, together with accrued interest thereon, shall builden notice the principal sum remaining unpaid thereon, together with accrued interest thereon, shall builden to the principal sum remaining unpaid thereon, together with accrued interest thereon, shall be principal sum remaining unpaid thereon, together with accrued interest thereon.	
NOW THEREFORE, to secure the pay nitations of the above mentioned note and	for payment, notice of d'sho for, protest and notice of protest. yment of the said principal site, of money and interest in accordance with the terms, provisions and of this Trust Deed, and he performance of the covenants and agreements herein contained, by the consideration of the sum of Cie Dollar in hand paid, the receipt whereof is hereby acknowledged, at MARRANT unto the Trustee is or his successors and assigns, the following described Real Estate, test therein, situate, lying and being in the	
City of Chicago	COUNTY OF	
Lots 36 and 37 in	n Block 5 in Millard and Decker's Subdivision, Part of the East 1/2 of the Northwest 1/4 of Scotion 26, Township 39 North, the Thrid Principal Meridian, ir Cook County, Illinois.	- 1764 - 1863
Range 13 East of	the Thrid Principal Meridian, ir Cook County, Illinois.	
	26927975	
which with the property hereinafter descr	tribed, is referred to herein as the "premises,"	-3
TOGETHER with all improvements, o long and during all such times as Mort	ribed, is referred to herein as the "premises,", tenements, easements, and all r ats, issues and apoints thereof for the tenements, easements, and appurtenances thereto belonging, and all r ats, issues and profits are placed primarily and on a parity with teasors may be entitled thereto (which rents, issues and profits are placed primarily and on a parity with teasons may be entitled thereto used to supply heat all fixtures, apparatus, equipment or articles now or hereafter there to therefore used to supply heat all fixtures, apparatus, equipment or articles now or hereafter there to therefore used to supply heat	
and real estate and not secondarily), and sas, water, light, power, refrigeration and stricting the foregoing), screens, window	d air conditioning (whether single units or centrally controlled), and verticating (whitout it shades, awnings, storm doors and windows, floor coverings, inador beas, access and water heaters. All shades, awnings, storm doors and windows, those physically attacked thereto c. not, and it is agreed that	1 5
of the foregoing are declared and agreed that buildings and additions and all similar	is tenements, essentials, and appure the rests, issues and profits are plaged primarily and on a parity will tagagors may be entitled thereto (which rents, issues and profits are plaged primarily and on a parity will tagagor may be entitled thereto (which rents) are therefore used to supply heat dair conditioning (whether single units or centrally controlled), and we tiliation, including (without red air conditioning (whether single units or centrally controlled), and we tiliation, including (without red air conditioning) storm doors and windows, floor coverings, inador because of not, and it is agreed that to be a part of the mortgaged premises whether physically attached thereto conton, and it is agreed that it or other apparatus, equipment or articles hereafter placed in the premise; by Mortgagors or their sucordigaged premises.	·
TO HAVE AND TO HOLD the pre	remises unto the said Trustee, its of his successors and the Exemption Laws of the state of Illinois, which	h i
and trusts herein set forth, free from all said rights and benefits Mortgagors do h This Trust Deed consists of two parts	hereby expressly release and waive, hereby expressly release and waive, ages. The covenants, conditions and provisions appearing on page 2 (the reverse side c. this Trust December 1) hereby are made a part hereof the same as though they were here set out in full and hall be binding of the covenants.	1)
are incorporated herein by reference and	riggors the day and year first above written.	
	Maria Teresa O. Reefle	
PLEASE PRINT OR TYPE NAME(S)	Maria Teresa O. Reyes	
BELOW SIGNATURE(S)	(Seal)(Seal)(Seal)	al)
	Note and for said Coun	ıy,
State of Illinois, County of	in the State aforesaid, DO HEREBY CERTIFY that Maria Teresa O. Reyes,	_
	Femme Solle is the came person whose name is	_
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowled the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing instrument, appeared before me this day in person, and acknowledges to the foregoing the foregoing instrument in the foregoing	vi-
	edged that S h e signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release a waiver of the right of homestead.	ind [
(、	5th day of January 19_8	4.
Given united to the first test of the first test	1/13 19 86 Tina M. Steif Notary Pu	Blic g
This instrument was prepared by		~ ~
Michael A. Barrins, 2.N.	Tasalle, Suite 2207 ADDRESS OF PROPERTY:	6
(NAME AND	inneree) Chicago II DUDUK 2228 S Fontral Park	ري وي
NAME Lou Freedma	an, Attorney THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED	79
	PURPOSE DEED TRUST DEED	~3
	salle Spite 2207 SEND SUBSEQUENT TAX BILLS TO:	CII
MAIL TO: ADDRESS 2 N. Las		೮
	Z . Z	26927975

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REYERSE 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 or 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 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 incase 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 prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem 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 forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized rand all expenses pa or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the and all expenses pa or incurred in connection therein, and the lien hereof, plus reasonable compensation to Trustee or each matter concerning holders of the not, horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein, shorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the redders 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 any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay e.c. iem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the residual note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal sole 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 begin contained.
- 7. When the indebtedness hereby secured 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 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 cot and any the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses 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 for a cumentary and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for a cumentary and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for a cumentary and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for a content expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for a cost expense of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar at data and assurances with respect to title as Trustee or holders of the note that of the cost of the nature in this paragraph mentioned shall be reasonably necessary either to prosecute such suit or to for note 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 addition, a expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and many an tely due and payable, with interest thereon at her rate of eight per cent per other thanks and bankruptey proceedings, to which eight of the not in or accion with (a) any acti
- 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 stack the email as a mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted assamely difficult to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unparts. 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 Deed, 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then also 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 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 a deficiency, during the full statutory issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory issues and profits, and all other powers which have be necessary or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for such receiver to apply the net income in his hands in payment in whole or in part of: (1) The individuess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup rior 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 deactions.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject only defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and are ss 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 Trustee be oligat d to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any ac s 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 an 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 evide.ce and all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the requisit of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in debtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in debtedness person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all in debtedness person been paid, which representation Trustee may accept as trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or 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 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 been

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TOP	THE	PROTECTIO	N OF BOTH	THE BO	RROWER	AND
******	DED	THE MOTE	CECHINEIN	RY IHIS	TRUST I	JULU
SHO	ULD 1	BE IDENTIFI	ED BY THE	TRUSTEE	BEFORE	THE
TDI	CT DE	ED IS FILE	O FOR RECO	ORD.		

	identified	herewith	under Ide	ntificati	on No	 	
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END OF RECORDED DOCUMENT