UNOFFICIAL COPY

TRUST DEED (Illinois) For use with Note Form Late. (Monthly payments including interest) THIS INDENTURE, made Januar CALDWELL, his wife	y 31 19 84 between	Z6963607 7.6 o 26963607 • A — Rebove Space For Recorder's Use Only HERMAN L. CALDWELL and FRAN herein referred to a	CE OLA
and delivered, in and y out? of even date he and delivered, in and y out? of even date he and delivered, in and y out? note Mortga FourThousandThre in year of the balance of principal in it ins from to be payable in installments as out. on the oth day of March on the oth day of each and every possioner paid, shall be due on the control of the day of o	That, Whereas Mortgagors are justly erewith, executed by Mortgagors, made gors promise to pay the principal sum of Six&00/100 (\$\frac{4}366.00)\$ time to time unpaid at the rate of as One Hundred Eighteen & 00.0 One Hundred one by the sum of t	including Dollars and interest from Febru Provided in herest from Febru Provided in note of eventual provided in note of principal services and provided in note of principal principa	ary 6, 1984 Lean and interest Dollars Dollars AND INTEREST. If not by the control of the con
necome at once due and payable, at the place of interest in accordance with the terms there contained in this Trust Deed (in which event parties thereto severally waive presentment in NOW THEREFORE, to secure the pay imiliations of the above mentioned note and Mortgagors to be performed, and also in it of Mortgagors by these presents CONVEY and and all of their estate, right, title and interest and their contained to the contained the contained the contained to the contained the contained to the contained to the contained the contained to the contained the contained the contained to the contained	f payment a oresaid in case default shall of or in case uets at a sall occur and continued to the continue of the continued o	ng ungaid thereon, together with acrrued in occur in the payment, when due, of any intended in the performance of air nue for three days in the performance of air nue for three days, without nue for three days, without nue for the performance of the contended in the performance of the covenants and agreements herein in hand paid, the receipt whereof is here in covenants and greenens herein in hand paid, the receipt whereof is here successors and assigns, the following descriptions of the performance of the covenants and the performance of	riner provides that erest thereon, shall all all all all all all all all all
which, with the property hereinafter describe TOGETHER with all improvements, ter so long and during all such times as Mortgag aid real estate and not secondarily), and all sas, water, light, power, refrigeration and aid stricting the foregoing), screens, window shad if the foregoing are declared and agreed to bail buildings and additions and all similar or cessors or assigns shall be part of the mortgag. TO HAVE AND TO HOLD, the premis and trusts herein set forth, free from all right said rights and benefits Mortgagors do hereb. This Trust Deed consists, of two pages, are incorporated herein by reference and herel Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgago.	d, is referred to herein as the "premises tements, easements, and appurtenances to a may be entitled thereto (which rents, faxtures; apparatus, equipment or article conditioning (whether, single units or ess, awrings, storm doors and windows; a part of the mortgaged premises, when the said the mortgaged premises, edpremises, and benefits under and by virtue of the yexpressly release, and waive. The covenants, conditions and provisions by are made a poort hereof the	hereto belonging, an. a" rr. 15, issues and issues and profits are pley e , imarily and s, now, or hereafter therein o. 1 eroon use centrally controlled and v intuit is includion of coverings (indior) beds, sir est, all where physically attached thereto or , and oreafter placed in the premises by Nories, or sors and assigns, forever, for the purposes, el Homestead Exemption Laws of the Sit re appearing on page 2 (the reverse side of	profits thereof for it on a parity with d to supply heat, dings (without realer heaters, All it 15 agreed that gors or their suc.
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	INVESTIGATION OF THE STATE OF T	(Seal) HANNE OLD (CM) France OLa Caldwell (Seal) I. the undersigned, a Notary Public in and SBY CERTIFY that Harman L. Ca Lis wife same persons whose name 8 ar ment annead before these	(Scal) (Scal) for said County, Idwell and
Given under my hand and official seal, this Commission expires This instrument was prepared by fichael Barrins, 2 N. Lessile S (NAME AND ADDRESS) NAME LOU Freedman, At	free and voluntary act, for the use waiver of the right of homestead. 31st day 1/13 19 86 waite 2207 Chilego, Ti 606022 10 908	and delivered the said instrument as _th s and purpose; therein set forth, including of _danuary Tinas M. Steif ESS OF PROPERTY: O MOYEN, 25. ago, IL 60643	n, and acknowled the release and the release and 19. 84

THE FOLLOWING ARE THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO DAY AGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BELINDS.

I. Mortsgard shall, (1) Leep cast premises in good condition and regains without vaste. (2) promptly repair restore, or rebuild any discussion of the premise spice of principal or interest, or in case defaul shallow arrand continue for three days in the performance of any other agreement of the Mortgagors.

The Men the indebtedness hereby secured the performance of the note described on page one or by acceleration or of thinois for the enforcement of a mortgage det. Her if it to foreclose the lien hereof and also shall have all other rights provided by the laws of the note of thinois for the enforcement of a mortgage det. Her if it to foreclose the lien hereof and also shall have all other rights provided by the laws attorneys fees, I muster's fees, appraises a course of the note of

9. Upon or at any time after, the filing of a complaint to foreclose this Trust Deed, the Cour which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after safe with the Cour which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after safe with the Court with a spart to the solvency or insolvency or of Mortgagors at the time of application for such receiver and without regard to the them value of the fermise or whether the same shall be then said profits of said premises daily the receiver may be appointed as such receiver. Such receiver sual have now to collect the rents such receiver, would be entitled to collect such rents, issues and profits of safe and a distency during the full statutory the protection, possession country, amangement, and operation of the premises during the whole of said period or or accusual in such cases for authorize the receiver apply the net income in his hands in payment in whole or in part of: (1) The indebtoure's secured of the provided such application is made prior to foreclosure safe; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed, or any tax, special assessment on their which may be or become superior to "" in hereof or of such 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 of inspect the premises at all reasonable times and access therete shall the permitted or that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises are all trustee be obligated to recognition of the premises of the premises of the subject to a significant or the state of the subject to a subject to any action of the subject to a subject to any action of the subject to a subject to any action of the subject to subject to subject to subject to subj

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recording this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or or use a satisfactory to him before exercising any power herein given.

Salistactory 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 salisfactory evidence that all in debtedness secured by this Trust Deed has been fully paldigand Trustee may except and deliver a release hereof to and at the request of any such shall either before or after maturity, thereof, produce, and either in the principal note, representation trustee may accept as the principal note, representation that all indebtedness centred by a prior trustee may accept as the genuine, note been described any anote 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 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 note and which purports to be executed a certification, and instrument identifying same; as the principal most described any note which may be presented, and which conforms in substance with the description herein, he may, accept as the genuine principal note and which purports to be executed by the persons herein designated as the release is requested of the original trustee and he has note and which purports to be executed by the persons herein designated as makers thereof.

note and which purports to be executed by the persons hereid designated as makers thereor.

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.

been recorded or filed. In case of the death, resignation, inability or refusal to act of trustee. In the resignation 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 authority as are herein given Trustee on Successor in Trust. Any Successor in Trust hereunder shall have the identical little powers and suther that the provisions hereof, shall extend to and be binding upon Mortgagors and all acts performed hereunder. Mortgagors, and the word "Mortgagors," when used herein shall include all such persons and all persons claiming under or through the indebtedness or any part thereof, whether or not such persons shall have executed the principal note; or this Trust Deed

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