## UNOFFICIAL COPY

EORGE E.COLE*		FORM NO. 206 April, 1980		•
LEUAL FURMS	TRUST DEED (ILLINOIS) For Use With Note Form 1448	1981 SEP 29	PM 2 10	
:	(Monthly Payments Including Interest)		, REMERIE	
	CAUTION: Consult a lawyer before using or acting under the M warranties, including merchantability and fitness, are ex-	s form, cluded.		
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HIS INDENTURE	<u> </u>	19 81		
tween Jean K	. Stewart , divorced and n	ot remarried		
70 T D	Street Clarify T 60035	<del></del>	2601388	1
	Street, Glenview, IL 60025 AND STREET) (CITY) AND STREET CONTRACTOR (CITY)	(STATE)		
erein referred to 1.3	Montgagors, and ALDELL II. IR			
	Chicago, IL 60657	(STATE)		
erein referred to a	s "Truste." vir esseth: That Whereas Mort	gagors are justly indebted	The Above Space For Rec	order's Use Only
ierewith, executed note Mortgagors on	by Mortgagors, reade payable to thearer and comise to pay the priceipal sum of IWENCY	Thousand Dollar	and no/100	20
N-11	t from September 19, 1981 on incipal sum and interest to be vayable in instal	the balance of principal remi	ining from time to time uppoid at the rat	e of 20 per cent ars 26/100
Dollars on the 15	th day of October 1981, and	Three Hundred	<u> </u>	<del></del> Dollars on
he <u>19th</u> day	of each and every month thereafter! said 19th day of Septembe 1 8	d note is fully paid, except the	the final payment of principal and inte lance of \$18, 180,00	rest, if not sooner paid,
shall be due on the o accrued and unpa	id interest on the unpaid principal valance an when due, to bear interest after the dat : for	or an such payments on accord d the remainder to principal;	the portion of each of said installments of	onstituting principal, to
	Belmont National Bank of	C2000	or at such o	ther place as the legal
holder of the note n	nay, from time to time, in writing appoint, whi	chr ate author provides that	at the election of the legal holder thereo	and without notice, the
ase default shall oc	cur in the payment, when due, of any installm	ent of immerpal of interest in	Deed (in which event election may be m	case default shall occur ade at any time after the
expiration of said 1 protest.	hree days, without notice), and that all partie	s thereto so verall, waive pro	sentment for payment, notice of distion	or, protest and notice of
NOW THERE	FORE, to secure the payment of the said prinote and of this Trust Deed, and the performan			ons and limitations of the ors to be performed, and
also in considerati WARRANT unto	on of the sum of One Dollar in hand paid, the Trustee, its or his successors and assigns	the following described Te	acknowledged, Mortgagors by these pl al Estate and all of their estate, right, t	
situate, lying and b	eing in the <u>City of Chicago</u>	,COUN 1Y	COOK AND STAT	EOFILLINOIS, to wit: 💃
Lot 3 in Bi of Section	ckerdike's and Steele's Su 28, Township 40 North, Ran	bdivision of the ge 14, East of t	he Third Principal Meri	West Quarter
Lot 3 in Bi of Section part of Lot and Steele'	ckerdike's and Steele's Su	bdivision of the ge 14, East of t Iots 4, 5 and th ich lies betweer	West half of the North he Thind Principal Meri e South half of Lot 3 is the East and West line	West Quarter dian, also that in Bickerdike's as produced
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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 buildings or buildin
- 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. Mortgo crs shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and inds orm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the cost of replacing or repairing the cost of the holders of the note, under insurance policies payable, in cse 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 detapt, therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors; 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, no 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; ceting said premises of contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incur. of a connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the matter dependence and distinguished the process. The protect of the note to protect the matter concerning which action herein authorized may by taken, shall be so much additional indetendences secured hereby and shall become immediately due and payable without notice and with interest or on 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 accruing to them the account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the lote hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebter acts it ire in mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in the 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 con inue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become 4 exhether 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 6 a close the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to 6 preclose the lien hereof, there shall be allowed and included as additional included the first of a mortgage debt. In any suit to 6 preclose the lien hereof, there shall be allowed and included as additional included the first of the first of the state of holders of the note for altorneys' fees, Trustee's fees, appraiser's fees, outlays for documentar and apert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the fecree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurance, with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidd rs s 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 expendition, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payal (s, 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) any action, such a research per and the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, such a research per annum, when yeard to make the perfect of the shall be a party, either as plaintiff, claimant or def add in, by reason of this Trust Deed or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure hereof? (cr acrual of such
- 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 items as are minimed in the preceding paragraph hereof; see ond, all other items which under the terms hereof constitute secured indebtedness additional to that evidence by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any over us 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, sylin or implaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without, regard to the the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premise. C whicher the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. 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 deficiently, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, sut pit 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 such 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 indebtences see red hareby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the time of or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 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 emitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee 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 any acts 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 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 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 any person 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 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 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,
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	ha

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.							
Bobort T. Haintz	Trustee						

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## RIDER

THIS LOAN IS PAYAP L IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OT YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

2601388

Jean K. STEVART