UNOFFICIAL COPY

LEGAL FORMS	For U	UST DEED (ILLINO): se With Note Form 1 Payments Including	5) 1448 (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	ORM NO. 206 April, 1980	1981	OCT 9 AM RECORDE	n 27 Nathayta	Hickory	
······	CAUTION: Consult All warranties, Inclu	a lawyer before using or act ding merchantability and fitr	ing under this form. ness, are excluded.	1 5390 3	2 26	023902	A — REC	10	go i
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12511 S.	CONTREET		Il 60628 (CITY) Jank & Trust	(STATE) Co. N.A.					
3400 W.	Lawrence,	Chicago, Ill	. 60625						
erein referred to	O. AND STREET) as "Trustee," w	nes eth: That Where	(CITY) eas Mortgagors are	(STATE) justly indebted	The	Above Space For	 Recorder's Use Only		;
nerewith, execute note Mortgagors	d by Mortgagors, promise to pay the	mad payable to Be	rer and delivered, i wo thousand	n and by which leight hun	dred & 00	/100			
Dollars, and inter	est from	interest to be pavable	on the balance	e of principal rema	ining from time t	o time unpaid at the	rate of <u>18</u> p	er cent	
Dollars on the	23rd day of	Octobe .	9 8 Land Eight	y three &	43/100		Dol		
he 23rd d	lay of each and ev e 23rd _{day}	ery month therealie	un. il said note is fu (9 りら; all such n	lly paid, except the	at the final payme at of the indebte	ent of principal and Iness evidenced by	interest, if not soone said note to be appli	r paid, ed first	
		of Septembers he unpaid principal bases hear interest after the							
made payable at	Albany	Bank & Trust	t Co. Y.A.		·	or at su	ch other place as th	e legal	
orincipal sum ren	naining unpaid th	to time, in writing app ereon, together with	accrued interest the	teon, shall becom	e at once due and	i payable, at the pla	ice of payment afore	said, in	:
and continue for t expiration of said	three days in the p	ent, when due, of any performance of any of out notice), and that	her agreement com	and in this Trust	Deed (in which e	vent election may b	e made at any time a:	fter the	
protest. NOW THER	REFORE, to secu	re the payment of the	said principal sum o	fmor yan linter	est in accordance	with the terms, pro-	visions and limitation	s of the	
also in considerat WARRANT unt	tion of the sum of the Trustee, its	rust Deed, and the pool of One Dollar in hand or his successors and llage of Cal	I paid, the receipt v	whereof is harely	acknowledged, I Estate and all	Mortgagors by thes of their estate, righ	e presents CONVEY	AND herein,	
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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.
- 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 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 prior exceeding the properties of contest and the properties of the properties or contest any tax lien or other prior lien or title or claim thereof, or redeem from any in sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all experises paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of it or one to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action are nauthorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable wit and with interest thereon at the rate of nine per cent per annum. Insoin of Trustee or holders of the note shall never be considered as a waiver of any right continuous count of any default hereunder on the part of Mortgagors.
- 5. The Truston of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any hall, streement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the accuracy of authorized procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the accuracy of authorized procured from the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or estimate
- 6. Mortgagors shall r , each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the housers of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the r inc. hal 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 case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby second hall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee; sall 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 mortgue debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all 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, but y s for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed at a entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and emile did a and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sum. To evidence 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, any all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and im hediately due and payable, 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 wit, a) a yearion, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plintiff, aimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereaf after accrual of such right to foreclose whether or not actually commenced.

 8. The proceedings of any foreelessure release to the nearly of the decrease and accommenced of the commencement of any suit for the f
- 8. The proceeds of any foreclosure sale of the premises shall be di cributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including of such items as are mentioned in the preceding paragraph hereof; such all other items which under the terms hereof constitute secured indebted ites additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining under the 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 Derage and 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 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. Shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in cale of a late and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times. The Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which way be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said prints of 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) 17 in otherses secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become unertor 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 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 permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust, or 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 its 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 rea ire 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 evid nee 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 releast of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indevedness 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 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 and which purports to be executed by the persons herein designated as makers thereof.

 14. Trustee may excise by instrument is writing filed in the office of the Personse of Titles in which this instrument shall have
 - 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.

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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.

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

END OF RECORDED DOCUMENT

STATE STATE