## **UNOFFICIAL COPY**

GEORGE E.COLE·` LEGAL FORMS		FÖRM NO. 206 April, 1980	}	
	TRUST DEED (ILLINOIS) For Use With Note Form 1448	74114 7200	1981 NOV 30 PM 12 4 I	
	(Monthly Payments Including Interest)		301 1101 25 111 12 111	5 1 1 1 2 1 1 2 1 1 2 1 1 2 1 1 1 1 1 1
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HIS INDENT, RE.		1-30-81 5, 810 6	<b>a 9 26</b> 972692 1 350	10.65
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	Y'11 and Ave., Chicago, I	llinois (STATE)		
erein referred to as "N	fortgagon, and <u>Albany Bank &amp;</u>	Trust Co. N.A.	26072693	
1400 West	Lawrence J.ve., Chicago, I STHEET) (CITY) rustee," witnesses that Whereas Mortgag	(STATE)	The Above Court For Democker's 1's	/ N=1.
the legal holder of a n	rincipal promissory note, termed "Installme	int Note. Tot even date	The Above Space For Recorder's Use	
ote Mortgagors promis ollars, and interest fro	fortgagors, made payable 1 Be 15t and dele e to pay the principal sum ( ) on the			per cent
er annum, such princip	ar same and there is the payable of the same	nts as follows: Nine	ty and 62/100	
			at the final payment of principal and interest, if not s	. Dollars on ooner paid.
all be due on the	th_day of December 1988: 1	I sur a payments on accou	int of the indebtedness evidenced by said note to be a the portion of each of said installments constituting [	applied first
e extent not paid wher	n due, to bear interest after the date for pay	me, t the lend, at the rate	of per cent per annum, and all such pays	nents being
diler of the note man. (	Albany Bank & Trust Co. N rom time to time, in writing appoint, which r	rate further provides that	at the election of the legal holder thereof and without	t notice, the
incipal sum remaining se default shall occur in sel continue for three di	unpaid thereon, together with accrued inter the payment, when due, of any installment os, in the performance of any other agreeme:	of principal or in crest is an econtained in this Trus.	e at once due and payable, at the place of payment a accordance with the terms thereof or in case default Deed (in which event election may be made at any ti	shall occur me after the
piration of said three o otest.	lays, without notice), and that all parties the	cteto severally wave pre-	entment for payment, notice of dishonor, profest at	id notice of
NOW THEREFOR	id of this Trust Deed, and the performance of	the coverants and agre.	st in accordance with the terms, provisions and limits are as herein contained, by the Mortgagors to be perf	ormed, and
	the sum of One Dollar in hand paid, the re rustee, its or his successors and assigns, the	ceipt whereof is hereby a following described Rea	ic moviedged. Mortgagors by these presents CON	VET AND
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- 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 mechanics 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 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 repatring 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 extended by the standard more gage 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 at our to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration
- 4. In case 0, "fault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors or any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or fille or claim thereof, or redeem from any tax sale or fe or ure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or in urred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to or or the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice any with iteres thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note whall never be considered as a waiver of any right accruing to more or an additional indebtedness required the note shall never be considered as a waiver of any right accruing to more or an additional indebtedness continued and the note shall never be considered as a waiver of any right accruing to more or an additional indebtedness continued and the note shall never be considered as a waiver of any right accruing to more or an additional indebtedness countered and any right accruing to more or an additional indebtedness countered and any right accruing to more or an additional indebtedness countered and any right accruing to more or an additional indebtedness countered and any right accruing to more or an additional indebtedness countered and additional indebtedness countered and any right accruing to more or an additional indebtedness and the right and the more of the note where the note shall never be consider
- 5. The Trustee 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 it 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 each item if debtedness herein mentioned, both principal and interest, when due according to the terms hereof At the election of the holders of the principal note, and without totice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 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 secured shall 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 their and to forcelose 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 of forcelose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale all expenditures and expense 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 not an intry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after enry or the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data is a uncases with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to procecute such suit or to eviden e to hid fers 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, all say if a ures and expenses of the nature in this paragraph mentioned shall be reasonably increasing including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, call anno or indust, it is easy to the totaclose whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and a plied in the following order of priority: First, on account and expenses incident to the foreclosure proceedings, including all such 1 = 0.7 are mentioned in the preceding paragraph hereof other items which under the terms hereof constitute secured indebtedness addity and to that evidenced by the note hereby secured thereof as herein provided, third, all principal and interest remaining unpaid; four 1, 2 by overplus to Mortgagors, their heirs, legal see 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 Co. (1) which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not consider the sale shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such ecceiver 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 sefficiency, during the first statutory period for redemption, whether there be redemption or not, as well as during any further times when Mr. (agos is 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 of said p. iod. T. e. Court from time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The inocby does secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become such; it is 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 'my divense 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 acc as 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 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 r, on issions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may requir, inden nities 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 debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request operson who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebte 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 ecuted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which ports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as makers thereof.

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 mer	ntioned in	the	within	Trust	Deed	has	been

identified herewith under Identification No.

END OF RECORDED DOCUMENT