UNOFFICIAL COPY

| GEORGE E. COLE* LEGAL FORMS | TRUST DEED (ILLINOIS) | FORM NO. 206 April, 1980 | | i ya |
|--|--|--|---|---|
| • | For Use With Note Form 144 (Monthly Payments Including In | | 1981 DEC 23 AM IO 137 | |
| CAU Aff w | TION: Consult a lawyer before using or acting i arrantins, including merchantability end filmss | under this form. 5. and open 005-81 5 6 4 4 1 0 | 26092643 A - REC : | 10.00 |
| HIS INDENTURE, π | nade Nov. 15 | | | |
| CIWCCII | Sanders & Cynthia San S. 20th Street | nders (his wife) | 26092643 | |
| | od, Illinois 6015 STREET) (CIT | | 200,02010 | |
| erein referred to 's ''' (Albany Bar s | e tgagors," and | | | |
| | Trence Ave. Chicago, | | | |
| erein referred to as "Tr | rustee," with asseth: That Whereas M | Mortgagors are justly indebted installment Note," of even date and delivered, in and by which LX_Thousand_Four_Hund | The Above Space For Recorder's Use Only | |
| ote Mortgagors promise Pollars, and interest from | | | red 00/100 | |
| er annum, such principa | il sum and interest to be as able in i | installments as follows: One H | undred Fourty Four 35/100 | |
| e 16th dayofe: | ich and every month thereafte, until | raid note is fully paid, except that the | our 35/100 Dollars on final payment of principal and interest, if not sooner paid, | |
| hall be due on the! | 5th day of January 19 | 9_89.Il such payments on account of | : final payment of principal and interest, if not sooner paid, the indebtedness evidenced by said note to be applied first ortion of each of said installments constituting principal, to | |
| accrued and unpaid int | erest on the unpaid principal ball or | the remainder to principal; the p | ortion of each of said installments constituting principal, to | |
| e extent not paid when | due, to bear interest after the date Albany Bank & Trust | for ayment thereof, at the rate of | per cent per annum, and all such payments being | |
| ade payable at alder of the note may, fr | om time to time, in writing appoint, | which no te arther provides that at the | or at such other place as the legal | |
| rincipal sum remaining (| unpaid thereon, together with accru- | ed inverer thereon, shall become at c | nce due and payable, at the place of payment aforesaid, in | |
| | | | or at such other place as the legal election of the legal holder thereof and without notice, the nee due and payable, at the place of payment aforesaid, in dance with the terms thereof or in case default shall occur (in which event election may be made at any time after the tent for payment, notice of dishonor, protest and notice of | |
| NOW THEREFORE ove mentioned note and o in consideration of the | E, to secure the payment of the said p I of this Trust Deed, and the perform se sum of One Dollar in hand paid | orincipal sum of a oney and interest in nance of the covenants and agreement. | accordance with the terms, provisions and limitations of the herein contained, by the Mortgagors to be performed, and wledged, Mortgagors by these presents CONVEY AND atte and all of their estate, right, title and interest therein. | |
| ARRANT unto the Tri | usice, its or his successors and assig the city of Maywood | gns, the following des "cr' Real Est | Medged, Mongagors by these presents CONVEY AND | |
| uate, lying and being in | the CIEY OF Haywood | ,COUNTY OF _ | Cook AND STATE OF ILLINOIS, to wit: | |
| | | | THE STATE OF TEEN OID, TO WILL | |
| | | | | |
| North 1/2 of | lot 4 (except the N | orth 35 ft. thereo() | and the North 10 ft. of the | |
| th 1/2 of lot ? of section 1 | 4 in block 5 in the 5. Township 39 North | Fourth addition to B | | |
| th 1/2 of lot | 4 in block 5 in the 5. Township 39 North | Fourth addition to B | and the North 10 ft. of the | |
| th 1/2 of lot ? of section 1 | 4 in block 5 in the 5. Township 39 North | Fourth addition to B | and the North 10 ft. of the relation to the relation to the West he Thir. Principal Meridian | |
| th 1/2 of lot ? of section 1 | 4 in block 5 in the 5. Township 39 North | Fourth addition to B , Range 12, East of L | and the North 10 ft. of the relation to the relation to the West he Thir. Principal Meridian | |
| th 1/2 of lot 2 of section 1 Cook County. | 4 in block 5 in the 5, Township 39 North Illinois. | Fourth addition to B, Range 12, East of 2 | and the North 10 ft. of the roldview Estates i the West he Thir Principal Meridian | |
| th 1/2 of lot 2 of section 1 Cook County. | 4 in block 5 in the 5, Township 39 North Illinois. | Fourth addition to B, Range 12, East of 2 | and the North 10 ft. of the roldview Estates i the West he Thir Principal Meridian | |
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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 mechanics like in the line in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when do the line in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when do the discharge of such prior lien to Trustee or to the lien hereof, and upon request exhibit satisfactory of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any 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. Morigagors 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 is bout to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of lefault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgr 30rs in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance: 11 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 c for letture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or "urred in connection therewith, including reasonable attorneys" fees, and any other moneys advanced by Trustee or the holders of the note to rot ct the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein 14 ho 2rd may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and white trest thereon 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 the more account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statest or estimate or into the validity of any tax, assessment, sale, for feiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each ten of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal rote, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the principal rote r 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 in the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occur in payment of principal or interest.
- 7. When the indebtedness hereby secured shr, 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 debt, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and we are swhich may be paid or fucured by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees contained the part of the decree for sale all expenditures and we are swhich may be paid or fucured by or on behalf of Trustee or holders of the note for a time to the part of the decree fees of the feet of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar do a dissurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to vide or to be decree the which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediar ', oue and payale, 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, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaint, f.ch. "... or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, which might affect the premises or the security hereof, whether or not actually commenced.

 8. The proceeding of the premises of the society of the late of the d
- 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 vs. n lems as are mentioned in the preceding paragraph hereof; second, all other terms which under the terms hereof constitute secured indebtednet; additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining un air, fourth, any overplus to Mortgagors, their heirs, legal r :presentatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed are ourt in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with at otice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the their 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 the of a standard and deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when by ortgagors, 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 profit. 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) and indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or been, or su perior 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 a d. the forecast in the new the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale a d. the forecast in the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale a d. the forecast is the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale a d. the forecast is the provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale a
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject 1, 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 per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trust be 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 a , . . 'ts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he m y req 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. Let 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 received of any operation 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 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 the original trustee and has been paid any note which may be presented and which conforms in substance with the description herein contained of the principal note and 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 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 hary 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 identified herewith under Identification No.

Trustee

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.

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