## **UNOFFICIAL COPY**

GEORGE E.COI	·E-	FORMNO.206		÷ .		
LEGAL FORM	S TRUST DEED (ILLINOIS) For Use With Note Form 1448	April, 1980		10.4		
di	(Monthly Payments Including Interest	eook county	HINDIS	didney	R. Olson	
<i>i</i>	CAUTION: Consult a lawyer before using or acting under the All warranties, including merchantability and fitness, are ex	EU DO DOO NO	าัดริเลีย	RECORDS	R OF DEEDS	
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THIS INDENT	URE made January 22,	19 82				
	ed A. Petrowsky and Jaco	· .	26	125 119		
	wsky, his wife			127 119		
14739	Long, Oak Forest	Illinois		•		
herein referred	(NO AND STREET) (CITY) to a N. ortgagors, and Midlothia	an State				
	an Illinois Banking co	rporation				
3737	Wes+ 147th Street, MIdle (NO. ANDS: REE!) (CITY)	othian,Il.				
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herewith, exec	to as "Tru." pro- der of a princip" pro-nissory note, termed "Instal uted by Morte 4 ors, made payable to Bearer and rs promise to pay me rin ipal sum of FOTE.	delivered in and by which y-one Thousand	Three Hun	dred (\$41,3	00.00)	
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Dollars on the	ISU day of 19_0 Canc	Four Hundred 1	wenre A-2TX	<u> ~ 4//100 0</u>	I' HOB Mars on	
the 1st	_day of each and every month ( ) — Lafter until sain the <u>lst</u> day of <u>Foruary 390</u> unpaid interest on the unpaid principal oals ace an	t note is fully paid, except that	the final payment of	principal and interest,	if not sooner paid,	
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and continue fe	number that in the performance of any other agre-	ment contained in this Trust Do s the ceto everally waive prese	eed (in which event ntment for navmen	election may be made a notice of dishonor, p	t any time after the	
protest. NOW TH	thirty  EREFORE, to secure the payment of the said prin	cinal surr of money and interest	in accordance with	the terms, provisions a	ad limitations of the	
above mention also in conside	EREFORE, to secure the payment of the said printed note and of this Trust Deed, and the performant ration of the sum of One Dollar in hand paid, the	ce of the over an sand agreement ne receipt oner of is hereby ac	ents herein containe knowledged, Mort	d, by the Mortgagors to tagors by these presen	be performed, and ts CONVEY AND	
WARRANT	nd being in the		Cook	eir estate, right, title a AND STATE OF	nd interest therein.	
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## INOFFICIAL C

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 hen 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 suportion 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 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. Mo gag is shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service ch. gc. a d other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or unplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax of an assessment which Mortgagors may desire to contest.
- 3. Mortgago s.sh. It keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wing story i mader policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sanger of sory against in the light length of the same of some sufficient either to pay the cost of replacing or repairing the sanger of sory against the same of some sufficient either to pay the cost of replacing or repairing the sanger of sory against the same of
- 4. In case of default there'..., or stee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any fe. m are manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and r are ase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting ser id premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in ancetion therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged reemises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be tal in, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there in all has a continuous and the interest of the note of the note shall never be considered as a waiver of any right accruing to them on account.......a. y default hereunder on the part of Mortgagors.

  5. The Trustee or the holders of the note hereby see red making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate proc red from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate proc red from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate proc red from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate proc red from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate proc red from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, asst sment,
- 6. Mortgagors shall pay each item of indebtedness? ere n mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and "the transition to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this T. ... Fee! 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 hree days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due w ather 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 fore lose the standard of the note of the rights provided by the laws of Illinois for the enforcement of a mortgage debt, In any suit to forector the inhereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be part or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decaye' or 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 bidders "an 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 expenditures and express of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with respect to title or intip preparations for the condition of the note with (a) any action, sait or proceeding, including but not limited to probate and bankryptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, 'ye' as on of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereaf of the action of such decreases whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereaf of the premises or the security hereof, whether or not actually commenced.

  8. The proceeded of the note of the pr
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the for owing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentined in the preceding paragraph horeof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidencer by the note hereby secured, with interest thereon as herein provided; third, all principal and interest tremaining unpaid; fourth, any overlands 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 uc, complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without gar 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 r with their the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall receive receiver shall receiver shall receiver shall receiver shall receive receiver shall receive receiver shall receive receiver receive
- 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 we be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. 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 Trustee be obligated to to or this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissic as hereunder, except in case of his own gross negligence or misscenduct or that of the agents or employees of Trustee, and he may require indemnitive 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, buch 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 hereinneder 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 had.

  Dever 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.
  - 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 indobtedness 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

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.

Henry J. Meles Midlothian State Bank

identified herewith under Identification No

RIDER TO TRUST DEED BETWEEN TED A. PETROWSKY AND JACQUELINE E. his wife, and MIDLOTHIAN STATE BANK PETROWSKY

## Legal Description:

Let 14 in Ganta Resubdivision North of the South 420 feet of the West half of Lot 1 in Arthur T. McIntosh's Midlothian Farms, being a subdivision of the Northwest Quarter of the Southeast Quarter and the East half of the Southwest Quarter of Section 9, Township 36 North, Range 13, East of the Third Privair al Meridian in Cook County, Illinois. ast eing it Quan lon 9, T. al Meridia

END OF RECORDED DOCUMENT