GEORGE E COLE FORM NO. 206 LEGAL FORMS April, 1980	1
For Use With Note Form 1448	
(Monthly Payments Including Interest)	1582 APR 12 AM 9 46
CAUTION: Consult a lewyer belone using or acting under this form, All warrenbes, including merchantability and timess, are activided.	
THIS INDENTURE, made March 16, APR-12-82 690 5 4	76 26197083 / - REC 10.03
Flizabeth H. Echols	
Joo H. Math. Bl. Chicago Illinois	
108 W. 13th Pl. Chicago Illinois (NO.ANF STR. EET) (CITY) (STATE)	26197088
Albany Ban'. & Trust Co. N.A.	
3400 W. Lawrence Chicago Illinois	
(NO. AND STREET) (STATE) herein referred to as "Trustee," witnes: .th: .That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory ar termed "Installment Note," of even date	The Above Space For Recorder's Use Only
to the legal holder of a principal promissory and the termed "Installment Note," of even date herewith, executed by Mortgagors, made, wable to Beaster and delivered, in and by which note Mortgagors promise to pay the principal sum SIX thousand SIX null	ndred & 00/100
Dollars, and interest from on the balance of principal reper annum, such principal sum and interest to be paya', is in installments as follows: One	emaining from time to time unpaid at the rate of 19 per cent
Dollars on the 2nd day of June 19.8 and One hundred for	orty four & 74/100 Dollars on
the <u>2nd</u> day of each and every month thereafter un. I said note is fully paid, except shall be due on the <u>2nd</u> day of <u>May</u> 1952 all, uch payments on acc to accrued and unpaid interest on the unpaid principal balance and the emainder to principal solution.	
to accrued and unpaid interest on the unpaid principal balance and the emainder to princip the extent not paid when due, to bear interest after the date for payment percent, at the made payable at Albany Bank & rust Co.	
made payable at holder of the note may, from time to time, in writing appoint, which note ft. it er provides the principal sum remaining unpaid thereon, together with acrued interest thereon, shall bee	or at such other place as the legal hat at the election of the legal holder thereof and without notice, the
principal sum remaining unpaid interest, logerater with activities interest that only standard case default shall occur in the payment, when due, of any installment of principal or latered and continue for three days in the performance of any other agreement contained. I this 1 expiration of said three days, without notice), and that all parties thereto several, 'waive	in accordance with the terms thereof or in case default shall occur
expiration of said three days, without notice), and that all parties thereto several, waive protest. NOW THEREFORE, to secure the payment of the said principal sum of money and in	
above mentioned note and of this Trust Deed, and the performance of the covenants and against a covenant and of the covenants and against a covenant and a covenant a covenant and a covenant and a covenant a	ver vients herein contained, by the Mortgagors to be performed, and
warrant unto the Trustee, its or his successors and assigns, the following described situate, lying and being in the <u>City of Chicago</u> , COUNT	
Lot 37 in Block 5 in Vander Syde and Bartlett'	s Addition to Pullman in
the East one half of the North East one quarte 37 North, Range 14, East of the Third Principa	
Illinois.	
	26197088 7 5 00 E
	20137038
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances the	reto belonging, and all rents, issues and profits the eof for so long and
during all such times as Mortgagors may be entitled thereto (which renfs, issues and prol secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein and air conditioning (whether single units or centrally controlled), and ventilation, inc awnings, storm doors and windows, floor coverings, inador beds, stoves and water heat mortgaged premises whether physically attached thereto or not, and it is agreed that all bu	
awnings, storm doors and windows, floor coverings, lindor beds, stoves and water heat mortgaged premises whether physically attached thereto or not, and it is agreed that all articles hereafter placed in the premises by Mortgagors or their successors or assigns shal	ters. All of the foregoing are declared and agreed to be a par of the ilidings and additions and all similar or other apparatus, equi, m into r ll be part of the morteaged premises.
TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successor herein set forth, free from all rights and benefits under and by virtue of the Homestead E	s and assigns, forever, for the purposes, and upon the uses and true is
Mortgagors do hereby expressly release and waive. The name of a record owner is: Elizabeth Echols	
This Trust Deed consists of two pages. The covenants, conditions and provisions app herein by reference and hereby are made a part hereof the same as though they were successors and assigns.	earing on page 2 (the reverse side of this Trust Deed) are incorporated here set out in full and shall be binding on Mortgagors, their heirs,
Witness the hands and seals of Mortgagors the day and year first above written.	,
PLEASE PRINT OR Elizabeth H. Tcholo	(Seal)
TYPE NAME(S) BELOW Programme	(Seal)
	·
State of Family Co.	I, the undersigned, a Notary Public in and for said County izabeth H. Echols
MFR 2 personally known to me to be the same person who	ose name 15 subscribed to the foregoing instrument,
一件 一种大型 化二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	that She signed, sealed and delivered the said instrument as and purposes therein set forth, including the release and waiver of the
right of homestead.	Maret92
Commission operation and official seal, this 16th day of Commission operation of the commission of the	Notary Public
1 Lumb 5000 Ust a contra 4000	2 N Pulaski
This instrument was prepared by Lyllin 11. WI LEWSK 1 4902 10-14847 Mail this instrument in Albany Bank & Trust Co. N.	A. 3400 W. Lawrence

UNOFFICIAL COPY

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 REGINS.

- 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.
- 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 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.
- 1. 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 not not prior and payments of principal or interest on prior not not prior and content affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all eysens spaid or incurred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the rie to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action the rie and with interest 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 to make the note shall never be considered as a waiver of any right.
- 5. The Truste, 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, strument or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vice vilidity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall p: cach item of indebtedness 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 notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the p: nei; al 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 definal shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby sectined a fall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee's all have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditure and 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, publication costs and costs (which may be estimated as to items to be expensed and rentry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed and rentry and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expensed and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such such as "veidence 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 ad, at on, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and im rediately 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 y action, suit nit 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 y action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as pl intiff, laimant 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 hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be d'strib ited and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including it is in the preceding paragraph hereof; section, all other items which under the terms hereof constitute secured indebt incs additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining v pp :; 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 D a, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sate, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then alue if 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 care of sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further time, wan Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers wink any be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said ceriod. 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) 7 ne is debtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become reperior 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 an ideficiency.
- 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 a d acc is thereto shall be pernitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truster of cligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for ray acts or omissions hereunder, except in case of his own gross negligence or missonduct or that of the agents or employees of Trustee, and he ray equire 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 equity of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness 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 a certificate on any instrument identifying same as the principal and exercised 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; 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 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.

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MPORTANT										

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.

END OF RECORDED DOCUMENT