UNOFFICIAL COPY

LEGAL FORMS				
	TRUST DEED (ILLINOIS)	April, 1980	i	دم مع فدوخ
	For Use With Note Form 1448 (Monthly Payments Including Interest)	COOK COUNTY: IL FILED FOR RET	LINGIS &	Ancy N. Olson RECORDER OF DEEDS
	CAUTION: Consult a lawyer before using or acting under this fi	Offices and	עאטן	RECORDER OF DEEDS
	CAUTION: Consult a lawyer before using or acting under this to All warranties, including merchantability and fitness, are exclu-	GORGE HAY -3 PH		3218406
THIS INDENTU	RE, made April 2	219.82,	,	
	is Fountis and Dora Fountis,	-		
	South Trumbell, Chicago, IL			
•/\			26240	
(NO AND STREET) herein referred to as 'Mo tgagors," and First National Bank of Oak		26218406		
Lawn			l	
	D. AND STRI E (CITY)	(STATE)	,	
herein referred to	as "Trustee, wines" th: That Whereas Mortgag	gors are justly indebted		For Recorder's Use Only
herewith, execute	d by Mortgagors, and payable to Bearer and del promise to pay the pri in all sum of	livered, in and by which Five Thousand	and_00/100	
Dollars, and inter	est from Ap. 11 22 1982 on the	e balance of principal rema	ining from time to time unpaid:	at the rate of *P+2% per cent
per annum, such j Mansverstriet v	principal sum and interest to be a ave to KKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	iture renewals there XXXXXXXXXXXXXXXXXXXXXXXXX
KXXXXXXXX	MKOTEKCENKOKOKOKOKOKOKOKOKO' KWIO	KARAMAKA WAKKATAKA	КУЮНУЯ Т ^Ж ИКИКИЙ ИНСКУНИИ	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	all such payments on accou	nt of the indebtedness evidence the portion of each of said insta	ed by said note to be applied first
he extent not pai	d when due, to bear interest after the dat for a 9400 South Cicero, Oak	yment thereof, at the rate	of *P+2% per cent per anni	um, and all such payments being
nade payable at	9400 South Cicero, Oak South	IL 60453	or a	it such other place as the legal
orincipal sum rem	may, from time to time, in writing appoint, which taining unpaid thereon, together with accrued	er, thereon, shall becom	e at once due and payable, at the	ne place of payment aforesaid, in
case default shall a and continue for t	occur in the payment, when due, of any installmen hree days in the performance of any other agreem	ent contained in this Trust	accordance with the terms their Deed (in which event election i	eof or in case default shall occur nay be made at any time after the
protest.	three days, without notice), and that all parties t			-
NOW THER	REFORE, to secure the payment of the said princip note and of this Trust Deed, and the performance	pal sum c fmoney and intere	est in accordance with the terms ments herein contained, by the	, provisions and limitations of the Mortgagors to be performed, and
also in considera	note and of this Trust Deed, and the performance tion of the sum of One Dollar in hand paid, the o the Trustee, its or his successors and assigns, the	receipt where of is hereby	acknowledged, Mortgagors by al Estate and all of their estate	these presents CONVEY AND right, title and interest therein.
situate, lying and		COUNT/0	F Cook AN	D STATE OF ILLINOIS, to wit:
Lat	897 in South West Highlands	at 70th and Kee	ria (Unit No. 3)	being a Subdivision
	the West 1/2 of the North Eas			
East	of the Third Principal Meri	idian, (except 1	aris deeded to Ra	ilroad and except
Stre	ets heretofore dedicated) al	so except a sti	rip of land 25 fee	t wide and lying
acco	therly of and adjoining the Nording to the plat thereof re	corded December	· 19. 15/7 as Docu	usn kailioad ment 9875543. in
Cool	County, Illinois			1
(co	mmonly known as 7917 South Ti	rumbell, Chicago	o, IL)	110
`	•	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
	property hereinafter described, is referred to here			0
during all such ti	R with all improvements, tenements, easements, mes as Mortgagors may be entitled thereto (which	h rents, issues and profits a	re pledged primarily and on a r	parity v s. id real estate and not
and air conditio	d all fixtures, apparatus, equipment or articles no ning (whether single units or centrally controlled	d), and ventilation, includi	ng (without restricting the for	egoin), ser ens window shades,
awnings, storm	doors and windows, floor coverings, inador beds, isses whether physically attached thereto or not, an	, stoves and water heaters.	All of the foregoing are decla	red and "
articles hereafte	r placed in the premises by Mortgagors or their su AND TO HOLD the premises unto the said Trus	iccessors or assigns shall be	part of the mortgaged premise	S.
herein set forth.	free from all rights and benefits under and by virt tereby expressly release and waive.	ue of the Homestead Exen	nption Laws of the State of Illin	ois, which said rights; and benefits
	ecord owner is: Paris Fountis and I	Dora Fountis, h	is wife	
This Trust 1	Deed consists of two pages. The covenants, condition can be be and hereby are made a part hereof the same	ions and provisions appeari	ng on page 2 (the reverse side of	(this Trust Deed) are incorporated uding on Morteagors, their heirs.
successors and a	ıssigns.			aung ou reorgagora men neus
Witness the	hands and seals of Mortgagors the day and year i		1 Du ton	ula(Seal)
PLEASE		(Seal)	Paris Foundis	
PRINT OR TYPE NAME(S)			d L	4.
BELOW SIGNATURE(S)		(Seal)	Dola Fountis	E->(Seal)
South of Hilling	Notisty of		I the undersioned a Ne	otary Public in and for said County
5 10 10	in the State aforesaid, DO HEREBY			
CNO	() = 1	<u> </u>		
	personally known to me to be the s			
- TO TO	appeared before me this day in pers			nd delivered the said instrument a oding the release and waiver of th
(注意)	right of homestead.	A		ر مر
Given under m	x hand and official seal, this 22xl	day.pf	aue hames	195_2
Commission ex	pires	word ?	~ yours	Notary Publi
This instrumen	t was prepared by Deborah M. Vacal	(NAME AND ADDRESS)		
	ment to I Lab I LABORE ELEM OF C	M LAN	<u> </u>	
Mail this instru	\$400 S. Cinora Avange F. P.	Fay 588		

BOX 533

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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 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 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.
- 4. In case of 'efault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mr. (g. or s in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances if 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. forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or 'incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a ...or. and may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice are twin 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 account.
- 5. The Trustee or the valuer of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or 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 it 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, 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 berein contained.
- 7. When the indebtedness hereby secured sho, 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for autorneys' fees, Trustee's fees, appraiser's fees, outlays or documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after early of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evade and be a suit or to evade any sale which may be had pursuant to such decree the true constitution 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 immediately due and applied, 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) ar a rate in, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, Jaima, to defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreconst hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proce din, which might affect the
- 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 such terms as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add ito all to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, 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 Deed in 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 notice, 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. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case on sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when in regagors, 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 sale per definition or time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The addicates secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sale. So 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 de iciency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject vary defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and ccess hereto 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 observed this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts 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 require 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 ha all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the refue. 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 by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has 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 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.

	The Installment Note mentioned in the within Trust Deed has bee
IMPORTANT	
FOR THE PROTECTION OF BOTH THE BORROWER AND	identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED	
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	Territor

END OF RECORDED DOCUMENT