UNOFFICIAL COPY

GEORGE E. COLEO FORM No. 207	
LEGAL FORMS FORM No. 207 September, 1975	A Company of the Comp
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TRUCT DESCRIPTION	- Table 1 - Table 1 - Table 2 - Ta
TRUST DEED (Illinois) For use with Note Form 1449 (Interest in addition to monthly	1982 JUN 2 AM 11 37
principal payments)	JUH-2 -82 602701 2624728 26247285
	1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
THE INTERNATION . MAY 22	
THIS INDENTURE, made MAY 27 STITH (his wife)	7, 19 82, between JOHNNY STITH AND ZERLENA
and ALL AMERICAN BANK OF C	
herein referred to as "Trustee," witnesseth:	MICAGO as "Morigagors,"
THAT. WHEREAS the Monte of the Manual of the	
principal stan of TWELVE THOUSAND	re justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the of the Manual Property of the Man
said Note the Mortgagors promise to pay th	to the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which les said principal sum in installments as follows: TWO HUNDRED SIX AND 46/100
Dollars, on the	II V 19 02 THO THE STAND 46/100
Dollars, on the day of each mo	to the final payment lay of
the mine dalance due in the d	onth thereafter to and including the 11 day of MAY 1987, with a final payment lay of JUNE, 1987, with a final payment including the state of the principal balance from time to time unpaid at including payable monthly on the dates when installments of principal fall to the state of the
to the amount due and an arriver cent per an	nay orUNE, 19_87_, with interest on the principal balance from time to time unpaid at mumin, payable monthly on the dates when installments of principal fall due and shall be in addition installments of principal bearing interest after many interest after many interests.
all of said principal and into an interest	installments of principal bearing interest after maturity at the rate of 19,00 per cent per annum, and e payable at AI AMERICAN PANY OF CHICAGO.
at the election of the legal hold, r thereof and	without notice, the principal system time to time, in writing appoint, which note further provides that
Of interest in necessary	or payment atoresaid, in case detault shall essue in the
parties thereto severally waive presents ent	the made at any time after the expiration of said three days with any other agreement
NOW THEREFORE 4 A.	payment, notice of distioner, protest and notice of protest.
terms, provisions and limitations of this trus	to payment, notice of dishonor, protest and notice of protest. o secure the payment of the said principal sum of money and said interest in accordance with the st der, and the performance of the covenants and agreements herein contained, by the Mortgagors to the covenants and paid, the receipt whereof is hereby acknowledged the Mortgagors to
CONVEY and WARRANT unto the Truste	st der , a. d the performance of the covenants and agreements herein contained, by the Mortgagors to the firm of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents being i or his successors and assigns, the following described Real Estate and all of their estate, right,
· · · · · · · · · · · · · · · · · · ·	being in he
CITY-OF-CHICAGO	, COUNT / OF AND STATE OF ILLINOIS, to wit:
	MID STATE OF ILLINOIS, to wit:
The Newth 1/0 s	Y
of the South 1/4 of	South 1/2 of Lot 2 in Todd's Subdivision
Meridian, in Cook Cou	
THE TETRES THE COOK COL	uncy, Illinois,
Commonly known as 124	40 N. Central, Chicago 65651.
	26247285
which, with the property hereinafter described	
which, with the property hereinafter described, TOGETHER with all improvements, ten- for so long and during all such times at Mort	, is referred to herein as the "premises",
for so long and during all such times as Morts not secondarily), and all apparatus, equipmen	, is referred to herein as the "premises", ements, easements, fixtures, and appurtenances there to below ging, and all rents, issues and profits thereof a continuous profits the continuous profits the continuous new or hereafter therein or the continuous new or a parity with said real estate and the continuous new or hereafter therein or the continuous new or and on a parity with said real estate and the continuous new or a parity with the continuous new or a parity with the continuous new or a parity new or a
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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 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 receips 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 care of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of M nt, gors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior enc an tar ies, 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 or 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. Protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action here in a horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without a new or the part of with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a way very f any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or in 101 lers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state, ert or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuate of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay ear a iv m 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 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 secures 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 it ..., but 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. a any uit to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures at i expanses which may be paid or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outla 'or 'comentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar do a --d assurances with respect to little as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence 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 addition, all are inditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immed a 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 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 part of the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

 **The proceeds of any forcelosure sale of the premises shall be distributed, not applied in the following order of priority: First, on account
- 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 dread to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpair. If unit, 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, the Crurt 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 who 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 sective, 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 sile and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mort sors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may or accessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said year. 4. 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) The in let. dress secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior or 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 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 therein 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 bligg' do record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any was a por ssions hereunder, except in ease of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require in moities a 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 nebtedness 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 indebted any berefy secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trus exceuted by 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 described herein, on the original trustee and he has never executed by the persons herein designated as the 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 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	Inst	allmei	nt	Note	m	entic	ned	in	the	within	Trust	Deed	has	ьесп

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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	Trustee	

END OF RECORDED DOCUMENT