UNOFFICIAL COPY

LEGAL FORMS		DEED (ILLINOIS)	FORM NO. 206 April, 1980			
		Vith Note Form 1448 nents Including Interest)	1982 AUG 27	AM 9 10	
	CAUTION: Consult a law All warranties, including r	yer before using or acting under thi nerchantability and litness, are ex-	is form. chuded.			Sat
				7		
THIS INDENTUR	E, made	July 17,	19 82	0.155.55		
betweenDen	inis Ziencin	a and Rosie Zib	TUCCILUS? US 25 ASIA)	es 2	i e il	10.00
93 Debra		Wheeling	Illinois	Ì		
	AND STREET) s "Mortgagors," and	(CITY)	(STATE)	26334	220	
Albany Ba	nk & Trust	Co. N.A.		20003	302	
3400 W. L	ND STREET)	Chicago (CITY)	Illinois (STATE)			
herein referred ' a to the legal he us o	as " 'rustee," witnes of principal promis	seth: That Whereas Mort sory note, termed "Install	gagors are justly indebted linent Note," of even date	The Above Space	For Recorder's Use Only	
herewith, executed note Mortgagors pr	on ise . pay the pri	de payable to Bearer and neipal sum of	HULL A LE LOUE LOUE LOUE	dred & 00/100	10	==
Dollars, and interes per annum, such pr	st from incipal sum rd ir te	erest to be payable in insta	the balance of principal re ilments as follows: \$1 x t	maining from time to time unpaid y eight & 46/100	at the rate of per c	ent -
Dollars on the	24±Mayor_ 20	Lober, 19_82md	Sixty eight &	46/100	Dollars	son
shall be due on the	24thdayof_	Scate ther . 19_8	EAll such navments on ac	that the final payment of principa count of the indebtedness evidence	ed by said note to be applied	first
to accrued and unp	aid interest on the u	np. id pr'.ici 🔞 əalance an	d the remainder to princip	al; the portion of each of said insta	Illments constituting principal	l, to
holder of the note n	nav, from time to tir	ne, in writing a point, v hi	ich note further provides t	at at the election of the legal hold:	er thereof and without notice.	, the
principal sum rema case default shall oc	ining unpaid therec	n, together with accrued i	interest thereon, shall bec	ome at once due and payable, at t in accordance with the terms the	he place of payment aforesaid reof or in case default shall o	d, in ccur
and continue for the expiration of said t	ree days in the perfo hree days, without i	rmance of any other gree notice), and that all p rtie	n ent contained in this Tr hereto severally waive	ust Deed (in which event election or presentment for payment, notice of	may be made at any time after of dishonor, protest and notice	r the ce of
protest. NOW THERE	EFORE, to secure th	ne payment of the said prin	c pals: .n.c , money and in	terest in accordance with the terms reements herein contained, by the	s, provisions and limitations o	fthe
above mentioned n also in consideration	on of the sum of O	Deed, and the performan ne Dollar in hand paid, th	ce come ovenants and ag ne rect of whereof is here	reements herein contained, by the by acknowledged, Mortgagors by Real Estate and all of their estate	Mortgagors to be performed, these presents CONVEY A	and ND
WARRANT unto situate, lying and b	the Trustee, its or	ty of Wheeling	, the folk wing descended	Real Estate and all of their estate		
	eing in the11			OF <u>Cook</u> AN	D STATE OF ILLINOIS, to	10 17 .
Lot 13 in east qua	n J.R. Wille rter of the	en's Wheeling E Northeast quar	states a Subdiv ter of Section	rision in the North 11, Township 42 Nor	Half of the South	
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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 express yabordinated 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 agat any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the teginises 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. Morgagors 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 closs or damage, fo Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortage 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 including additional networks 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.

In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore reored f Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on rice or umbrances, 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 assessment and the moneys paid or incurred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holds so of note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which as on I rein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable the I valce and with interest thereout 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 rights of them on account of any default hereunder on the part of Mortgagots.

- 5. Th. Tourier the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do socording to an e'll, tatement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate to into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shripay ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holdes of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything is, 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 contract and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness here ye so use shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or True and shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or True and shall become due to foreclose the lien hereof, there shall be allowed and included as additional included as additional included as additional includency. See, Trustee's feets, appraiser's feets, appraiser's feets, appraiser's feets, allays or documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be exp aded after entry of the decree o) forecuring all such abstracts of tille, litle searches and examinations, guarantee policies. Torrens certificates, at a 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 sun't to vidence to hidders at any sale which may be had pursuant to such decrete the true condition of the title to or the value of the premises. In: dditi a, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and "in "e" "e" by due and payable, with interest on in the propose of the proceedings, to which either of them shall be a party, either e' pby it', claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit or "receousive hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened at any proceedings, but any fails affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be c stribute I and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeal of additional to that evidenced by the note hereby secured, with interest therefor as sherein provided; third, all principal and interest tremaining imparations for the provided of the provided in the provided in the provided of the provided in the provid
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust I end. The court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale. The continuent may be made either before or after sale may be appointed as such receiv. So her tectiver shall have power to collect the rents, issues and profits of said premises during the full statutory period for redemption, whether there be redemption or not, as well as during any further the anti-Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which way be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the wine sale period of the control made and the profit of t
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subjectionary 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 a se 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 Trus.ce be obagated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any arts 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 re ut e 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 an indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the req est of a person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all it debted; so hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success, the such successor trustee may accept as the genuine note herein described any note which bears a crifficate of identification purporting to be, excuted by a prior trustee hereindeer 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! is never executed acceptance 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.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

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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END OF RECORDED DOCUMENT

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