INOFFICIAL COP

TRUST DEED (Illinois)

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This NDENTYLL, my is August 25, 19.82 bevere Thomas J. Jones & Pearl W. Jones, Monter L. Sollin. **Robert L. Sollin.** **Robert L. Soll			İ	AUG-31-83	6355	0.3	10001	i.			70.50
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FIDELITY FINANCIAS SE VICES, INC., 18525 Forcence Avenue, Lansing, Illinois 60438 and delivered, in and by which now e videop promise to you be principal and of Seven Thousand Five Indired Twenty-Nine and 367,100 (1729); 15) Dollars, and interest from August 31, 1952 on the Jack of your of the video of the principal and interest to be payable in invalances as follows: Job Hundred Five_and.60/100 (15205,600). Dollars on the Jack of your of Cotholor 19 22, and Two. Hundred Five_and.60/100 (15205,600). Dollars on the Jack of your early of the principal and interest, if you can be payable in invalances as follows: Job Hundred Five_and.60/100 (15205,600). Dollars on the Jack of your early of the principal and interest, if you do not not be applied first to account and the first of your early of the principal ballaces and the remainder of principal in the principal and interest, if you do and initial ments in the certain of the local holder threat as the tegal baller of the une way. From time to first, in writing appoint, which note further provists that become a lone due and sayable, as the place of payment aforesaid, in case Claus shall occur in the payment, which note further provists that become a lone due and sayable, as the place of payment aforesaid, in case Claus shall occur in the payment, which note, of any installances of principal and partitis therefore severally wave presentment for payment, notice of dishoon, force and notice of protest. NOW THEREFORE, to secure the angewered the study of the same of the sum of One Dollar in hand only, the principal wave forced and forced and shall be provided the sum of One Dollar in hand only, the provision is and working the payment of the same of the sum of One Dollar in hand only, the receipt wave forced in the sum of the sum		67.4			an institution	4-1-4-4 41-		.146			
and defirence, in and by which and to a proper promise to pay the principal sum of Severa Thousand Five Hundred Twenty-Nine and 36/100 (\$1279.916) to the balance of principal remaining first sim to time supplied at the rate of _27.92_per cent per annum, such principal sum and instruction to be payable in miniationes as follows. South 2016. 19.24 and _Two.pdf.00/10.0 (\$285.00)	herein referred termed "Installi	ment Note, of ev a d	sein: I nat, wherea ate herewith, execu	ted by Mortga	are jusuy in gors, made	payable to C	e legal no	older of a	principal pro	missory	note,
can be balance of principal remaining fers. Into 10 time suppoid at the rate of 27.95 per cent per anuma, such principal sum and interest to be payable in installments as follows:southurder_five_negic_00/_00	and delivered, i	n and by which note .	orth igors promise to		ipal sum of	Seven Th	ousand	Five F	lundred T		•
o te payable in installments as follows:				unpaid at the r							terest
an the _15£_ day of cach and every month thereafter will said note in fully polity serged that the final payment of principal and interest of the use on the _15£_ day of _principal_ 10 £B3 all defripy/memics on account for the indebtedness evidenced by said note to be applied first to accrued and unpaid notes on the unpaid principal balance and the remainder to principal; the portion of each of said intailments constituting principal, to the extent of paid when the _15£_ days of principal high payments described as a constitution of the payments of the payment part of at the rate of 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments being made p _able 1. 22,95 per cent per annum, and all such payments and pay	o be payable	in installments as follo	ws:wo_Hundi	ced Five a	pd/90/10	(\$285.	.00)			D	ollars
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Third Principal Meridian, in Cook County, Illinois. 26337606 Whith with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issue and rain so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primare, van do or a parity with sol read and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used o supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, incl. and two many passed and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or, netr use costs or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon une uses and trusts herein set forth, fer form all rights and benefits under and by virtue of the Homested Exemption Laws of the State of Hilmons, which said the state of the state of the state of the said from the said trusts herein set forth, fer form all rights and benefits under and by virtue of the Homested Exemption Laws of the State of Hilmons, which said the said trusts herein set forth, fer form all rights and benefits under and by virtue of the Homested Exemption Laws of the State of Hilmons, which said the said trusts herein set forth, for form all rights and benefits under and by virtue of the Homested Exemption Laws of the State of Hilmons, which said trusts here as from the forein the said and the said for	CALY OI		, COONI	1 UF				, ונ נואה	TIE OF ILL	114012, 1	o wit:
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State of Illinois, Granding Cook State of Illinois Cook State of			Thomas	as if when	7265	(Seal)	De De	earl U	Jones	11/	(Seal)
State of Illinois, Cathillining, Cook State of Illinois, Cathillining, Cook State of Illinois, Cathillining, Cook State aforesaid, DO HEREBY CERTIFY that Thomas J. Jones & Pearl W. Jones, his wife personally known to me to be the same person. S whose name S. are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that L. P.Y. signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under at halumanus their sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under at halumanus their sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. State of Illinois Cockers and State aforesaid, DO HEREBY CERTIFY that Thomas J. Jones T. State		TYPE NAME(S)	- 1110/110	15 OF DOILE				- W-	dorres		
Pearl W. Jones, his wife personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my habituanan Whicial seal, this 25th day of committee and continuous continu						(Seal)					_(Seal)
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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Ley signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my badutanal Ministal seal, this 25th day of Cetober 28, 1985 (Indexes Regioner Notary Public Nature) This Tiss Qurent Prepared By: Karen Browder, 18525 Torrence Ave. Lansing, Ill. 60438 ADDRESS OF PROPERTY 7804 South Lowe Chicago, Illinois 60620 NAME FIDELITY FINANCIAL SERVICES, INC. NAME FIDELITY FINANCIAL SERVICES, INC. THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY TRUST DEED SENDS SUBSEQUENT TAX BILLS TO: Thomas J. Jones 7804 South Lowe STATE CORP. Thomas J. Jones 7804 South Lowe Chicago, Illinois 60620 CONTROL OF THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY Thomas J. Jones 7804 South Lowe STATE CORP. Thomas J. Jones 7804 South Lowe Chicago, Illinois 60620 CONTROL OF THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY TAX BILLS TO: Thomas J. Jones 7804 South Lowe Chicago, Illinois 60620 CONTROL OF THE ABOVE ADDRESS IS FOR STATISTICAL PROPERTY TO THIS TRUST DEED THOMAS J. Jones 7804 South Lowe Chicago, Illinois 60620	3	19 8 8 1 C	<u>.</u>	Pearl W	. Jones,	his wife	2				
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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:

- I. 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 mechanics 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; (3) pay the 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 sa. or to pay in full the indebtedness secured hereby, all in companies satisfactor to the holders of the note, under insurance policies payable in ca. 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 octate, and the case policy, and shall deliver all policies, including additional and ready 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.
- A. In case of despite, shall deliver tenewal policies not less than ten days prior to the respective cases of expiration.

 4. In case of despite, before in Trustee or the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, if my, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redem from any tax sale or forticury afterting said premises or contest any tax lien or other prior lien or title or claim thereof, or redem from any tax sale or forticury after ting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incredible and the prior lien of the purposes herein authorized and all expenses paid or incredible and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized my to aken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with it free, it from at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right a cruit, to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the lote lereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate precured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any to lastescent, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebted as a trein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the principal note, on which we have a construction of the holders of the principal note, or the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and untinue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become d e 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 i veclose 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 torce see the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expendentiares and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys (ees., Trustee's fees, appraiser's fees, oulays for documentar). It is a present that the properties of the note for attorneys (ees., Trustee's fees, appraiser's fees, oulays for documentar). It is perfectly the estimated as to items to be expended after entry of the doct e) of pruing all value habstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurant with espect 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 at ... lewhich may be add pursuant to such decree the true come to much additional indebtedness secured hereby and immediately due and p yable, which is the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) ay acti in, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either a plaintic, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of ny suit for the foreclosure hereof after actual of such right to foreclosure hereof after actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the fullowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are ment one in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that endence by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to horrogors, 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 such e mobinit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regar in 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 1' are shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have per or to effect the rents, issues and profits of said premises during the predency of such foreclosure suit and, in case of a sale and a deficiency, uring the full statutory period for redemption, whether there he redemption or not, as well as during any further times when Mortgagors, except or the it-evention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual 's such cases for the protection, powersion, control, management and operation of the premises during the whole of said period. The Court from it "to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebedness secured he by r by any decree fureclosing this Trust Deed, or any tax, special assessment or other line which may be no become superior to the line here or a surk 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 any defense which we all 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 thereto shall be per mitted 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 record 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 missonduct 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 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, such successor trustee may accept as the genuine note herein described any note which bears a criticate of identification purporting to be executed by a prior trustee herein designated as the makers thereof; and where the release 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 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 Don Combs
shall be fitst 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 herein 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 herdin 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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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. .

Robert L. Soltis

rustee

END OF RECORDED DOCUMENT

909288