## **UNOFFICIAL COPY**

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Principal Meridian, a plat of which subdiv sion was registered at Document No: 305026.  Commonly known as 10544 S. Parnell, Chicago, Illinois 60628.  which, with the property hereinafter described, is referred to herein as the "premises."  Z6363135  TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and all tents, issues as a profit as the ploage of primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply head on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply head on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply head and a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles hereafter discoverings, inador beds, stoves and water heaters. All of the foregoing are declared and agr e.c. to be a part of the mortispaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other ip, a tatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors and assigns, forever, for the purposes, and upon the uses and trusts to Illinois, which said if this an it is not premised by refuse and water sections of assigns shall be part of the managed premises.  To IAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts for pages. The trust peed of the state of Illinois, which said if this an it benefits Mortgagors by relaces and waive.  The Tame of a record owner is:  ISOM JACK 10544 S. PARRELL CHICAGO, IL. 60628  This Trust Deed consists of two pages. The covenants, conditions and provides apparation provides appearing on page 24the reve		Bellevue Addition to Ro	seland being a :	Supervision in the Northwest	.ee
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Witness the hands and salts of Mortgagors the day and year first above written.  Witness the hands and salts of Mortgagors the day and year first above written.  (Seal)  PLEASE PRINT OR TYPE NAME(S) SECON SIGNATURE(S)  CHRISTINE JACK  (Seal)  (CHRISTINE JACK  (Seal)  (CHRISTINE JACK  (Seal)  (Seal)  (CHRISTINE JACK  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (I the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  ISOM JACK & CHRISTINE JACK  (his wife)  PERSON  SEAL HERE  personally known to me to be the same person = whose name = subscribed to the forestorie mittingent, appeared before me this day in person, and acknowledged that   The signed, sealed and delivered by a first above the first and valuation and official seal, this inglity of the uses and purposes therein set forth, including the present and valuation of the same person = whose name = subscribed to the forestorie mittingent, appeared before me this day in person, and acknowledged that   The signed, sealed and delivered by a first above the same person = whose name = subscribed to the forestorie mittingent, appeared before me this day in person, and acknowledged that   SEPTEMBER  Commission when a subscribed to the forestorie mittingent, appeared by a subscribed to the forestorie mittingent, a	TOGETHER with. during all such times as secondarily), and all fixt and air conditioning (wawnings, storm doors an mortgaged premises wha articles hereafter placed TO HAVE AND T herein set forth, free fro Mortgagors do hereby e The name of a record on	thereinafter described, is referred to herein all improvements, tenements, easements, an Mortgagors may be entitled thereto (which ures, apparatus, equipment or articles now hether single units or centrally controlled), divindows. Boor coverings, inador beds, sher physically attached thereto or not, and in the premises by Mortgagors or their succord of HOLD the premises unto the said Truster all rights and benefits under and by virtue spressly release and waive.  150M JACK. 1504	as the "premises." Id appurtenances thereto be rents, issues and profits are or hereafter therein or ther and ventilation, including toves and water heaters. A it is agreed that all building ressors or assigns shall be payed, its or his successors and a of the Homestead Exempt 4 S. PARNELL	26363135  longing, and all rents, issues ar upic his thereof pledged primarily and on a turity with said real on used to supply heat, gas, we er tight, power (without restricting the foregoin), screens, we lot the foregoing are declared and age e. to be and additions and all similar or other 'pi, a tus rt of the mortgaged premises.  ssigns, forever, for the purposes, and upon tho laws of the State of Illinois, which said r she CHICAGO, IL. 60628	, refrigeration indow shades, e a part of the equipment or uses and trusts ts an   benefits
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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 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 2 00. To expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of or all 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 encumbrances. I any, and purchase, discharge, compromise or settle any tax lien or other prior lien or litle or claim thereof, or redeem from any tax sale or ord. Inc. affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incred in connection therewith, including reasonable autorneys fees, and any other moneys advanced by Trustee or the holders of the note to prof. I be mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized in any be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and v. him rivest thereon at the rate of nine per cent per annum, lanction of Trustee of needs hall never be considered as a waiver of any right accruing to meet on recount of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the hold rs 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 a y tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

  6. Mortgagors shall pay each itet, of ind-btedness 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 or an ad continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- of principal or interest, or in case default shall ocur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

  7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or oftensies, holders of the note or Trustee shall have the right. Forcelose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In an suit 1 forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and ext mass to hich may be paid or neutred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays fo documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after our or 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 evidence, be hidders 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 e pen litures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due my payable, this 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) may a ton, suit or proceeding, including the process and the proceedings, to which either of them shall be a party, either a splain the force of such reverse after accrual of such right to forcelose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding, which might affect the premises or the se
- 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness idditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaction of the 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 Cour 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 ecceiver. So he ceciver 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 vide and a deficiency, during the full stautory period for redemption, whether there be redemption or not, as well as during any further times w an Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be covery or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said r riod. 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 ndebtodress secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other line which may be or become somer's to the line hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and oeff tency.
- 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 and access thereto 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 origated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a its 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 evider se that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may accept and deliver a release hereof to and at the requer of any person who shall either before or after maturity thereof, produce and exhibit to rustee the principal note, representing that all number one shereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor frustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to 'e executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which ruports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he 's 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.

	ine installment	Note mentioned	i in the w	ithin i rust	Deed na:
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.
Trustee

## END OF RECORDED DOCUMENT