UNOFFICIAL COPY

| EORGE E. COLE* | Δτ | MNO.206 % | |
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| | TRUST DEED (ILLINOIS) For Use With Note Form 1448 hthly Payments Including Interest) | ril, 1980 | |
| | Consult a lawyer before using or acting under this form. is, including merchantability and fitness, are excluded. | | |
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| meen | eksiun 111 and Dolores Aleks Mansfield, | <u>run</u> | |
| | Illinois 60459 | | |
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| | ret, Burbank, IL 60459 | 2754 | |
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| the legal holder of a princip | e," witness th: That Whereas Mortgagors are just all promissory note termed "Installment Note," of poors, made pougle, etc. Segret and delivered, in an | | |
| te mortgagors promise in p | agors, made payat et Bearer and delivered in an ay the principal and f | s s s s s s s s s s s s s s s s s s s | rcent |
| r annum, such principal sur | the second secon | rincipal remaining from time to lime unpaid at the late of the lat | 3338 |
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| all be due on theall be due on theaccrued and unpaid interes | ton the unpaid principal balance and re ande | ind, except that the final payment of principal and indicas, when the son account of the indebtedness evidenced by said note to be applied to principal; the portion of each of said installments constituting princip f, at the rate of 15.25 per cent per annum, and all such payments or at such other place as the | al, to being |
| de payable at | BANK STATE BANK | or at such other place as the | legal e, the |
| ncipal sum remaining unpage default shall occur in the | ind thereon, together with accrued interest thereon payment, when due, of any installment of principal | or Jes that at the election of the legal holder thereof and without notice come at once due and payable, at the place of payment aforesa or it terest in accordance with the terms thereof or in case default shall in his Tru. — d (in which event election may be made at any time after | occur er the |
| oiration of said three days, | without notice), and that all parties thereto severa | lly waive present nent for payment, notice of dishonor, protest and not | ice of |
| NOW THEREFORE, to | secure the payment of the said principal sum of mo | ney and inc. at it coordance with the terms, provisions and limitations, at sand agreem in the rein contained, by the Mortgagors to be performed is hereby ac. no. le. ged, Mortgagors by these presents CONVEY alsoribed Real Estat and all of their estate, right, title and interest the convergence of | i, and AND |
| o in consideration of the s | um of One Donar in fiand paid, the receipt when | I W fet is sight title and interest the | |
| rate, lying and being in the | THE SOUTH 25 FEET THEREOF) | TN F. H. BARILET 'S 87TH STREET HOMESTEA | DS |
| LOT 37 (EXCEP | T THE SOUTH 25 FEET THEREOF) | iscribed Real Estat and 310 of ther estate, right, title and interest the COUNTY OF AND STATE OF ILLINOIS, to IN F. H. BARITLET 'S 87TH STREET HOMESTEA H EAST 1/4 OF SECTION 32, TOWNSHIP 38 NORDIAN, IN COOK COUNTY, II INCIS. | DS |
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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 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 due any indebtedness which may be secured by a lien or charge on the premises within a reasonable time any building or buildings 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 or lien any time in process of greeticion upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of greeticion upon said premises; (6) comply with all requirements of law or municipal ordinance or at the premises and the use thereoft; (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.
- 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
 service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note
 service charges, and other charges against the premises when due, and 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 lightning and windstorm under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance 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 or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, such rights to be evidenced by the standard mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies 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 mortpolicies payable, in case of loss or damage, the payable payable payable payable payable payable payable, in case of loss or damage, the payable pa
- 4. In isc of efault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance, as any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem nay tax sale or for interest and the purposes herein authorized from any tax sale or for incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the and all expenses pair or i curred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to prove the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning holders of the note to prove the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and which action herein auth rize may be
- 5. The Trustee or the holders the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or extinct or into the validity can tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item 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, not without and indebtedness secured by this Trust Deed shall not into the principal note of 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 of payment in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become view 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 left to oreclose the lien hereof and also shall have all other rights provided by the laws of the note or Trustee shall have the left to oreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a mortgage debt. In a y suit to foreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a mortgage debt. In a y suit to foreclose the lien hereof, there shall be allowed and included as additional infollinois for the enforcement of a mortgage debt. In a y suit to foreclose the lien hereof, there shall be allowed and included as additional included as additional included as additional included as additional to the following the shall be allowed and included as additional to the shall be allowed and included as additional states of the health of the shall be allowed and included as additional included as additional states. In addition, all experiments of the note in the shall be allowed and included as additional indebtedness escured hereby and immediately due as a payable, with interest thereon at the rate of nine per cent per annum, when the shall be apartly, either as plaintiff, claimant of defer lant, by teason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding, which might affect the premises or the security hereof, whether or not actually commenced: or (c) Preparations for the defense of any threatened suit or proceeding, which might affect the premises or the security hereof, whether or not actually commenced:
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and upplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items is are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth any verblus 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 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, and the solvency or insolvency receiver of said premises. Such appointment may be made either before or after sale, without notice, and the grade of the solvency or insolvency receiver and the time of application for such receiver and without regard to the then value of the premiser of whether the same shall be then of Mortgagors at the time of application for such receiver may be appointed as such receiver. Such receiver shall have power to collect the rents, coupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect he rents, issues and profits of said premises during the pendency of such foreclosure swhich may be necessary or are usual in such cases for 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 such receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebted as cured hereby, or by any authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebted as cured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the near part of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defe se 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 access the er shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to rece d this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or emiss or this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or emission, the requirement of the agents or employees of Trustee, and he may require indemnit 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 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 debtedness 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 observable of the principal note, representing that all indebtedness 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 successor trustee, hereby secured has been paid, which representation 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 original trustee and he has ports to be executed by the persons herein designated as the makers thereof; and where 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 herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which purpors 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, Worth Bank & Truste

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 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 shall have the identical title, powers and 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

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.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No BURBANK STATE BANK By: Jun Loan Officer

END OF RECORDED DOCUMENT