UNOFFICIAL COPY

EORGE E. COLE*		FORM NO. 206 April, 1980	8
LEGAL FORMS	TRUST DEED (ILLINOIS) For Use With Note Form 1448		
	onthly Payments Including Interest)		
CAUTIO All warra	N: Consult a lawyer before using or acting under this forn thes, including merchantability and fitness, are exclude	n. od.	Service Services
	April 15 (1967)		5 c 27519023 u A Rec 11.6
HIS INDENTURE, mad	l Slaughter and Sharon S		
between Bear For	1 Staughter and sha		en e
8501 S. Maj	Burbank, IL 60459 (CITY)	(STATE)	27519023
nerein referred to as "Mor BURBANK STA	tgage s, a d		
	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	(STATE)	
(NO. AND S	(7th Street, 1 TOAIN. (CITY) IRBET) stee," witnesseth: hat "Mereas Mortgage neipal promissory note "med "Installme tragagors, made payable to Bear and delit to pay the principal sum of "STXI April 15, 1985, c the	ors are justly indebted	The Above Space For Recorder's Use Only
herein reterred to as "Iru to the legal holder of a prin horawith, executed by Mo	ncipal promissory note timed "Installme rtgagors, made payable to Reares and deli	vered, in and by which*Bu FEN THOUSAND AN	mrbank State bank ID NO/100**
note Mortgagors promise	to pay the principal sum of 31A1 April 15, 1985c the	balance of principal remai	ning from time to time unpaid at the rate of 15.19 per cent HUNDRED SEVENTY AND 02/100**
Dollars, and interest from	Linearest to be payable in installme	ents as follows: FIVE I	10(VDT 02) /100** Dollars on
Dollars on the 15th	day of May 19 85 and 2	ote is fully paid, except tha	the final payment of principal and interest, if not sooner paid, to fine indebtedness evidenced by said note to be applied first be paying of each of said installments constituting principal, to
the 15th_day of ea	ch and every month the	mante on accoun	it of the indebtedness evidences to a constituting principal, to
shall be due on theto accrued and unpaid into	erest on the unpaid principal balance and the	ment the eof, it the rate	the portion of each of said installments constrainting pro- of 16.19, per cent per annum, and all such payments being beank, TL or at such other place as the legal or at such other place as the legal the election of the legal holder thereof and without notice, the
the extent not paid when	due, to bear interest Bank 5440 W.	. 87tl S. Bur	Cally, 111 Catalog bolder thereof and without notice, the
made payable at	om time to time, in writing appoint, which	rote further post des that the come	at once due and payable, at the place of payatich and payable, at the payable paya
principal sum remaining case default shall occur in	the payment, when due, of any installment	t of principal or interest (at the election of the regardinary at the place of payment aforesaid, in a car once due and payable, at the place of payment aforesaid, in car dance with the terms thereof or in case default shall occur of the payment of the place of the payment, notice of dishonor, protest and notice of the payment, notice of dishonor, protest and notice of the payment of the pay
protest.	E, to secure the payment of the said princip	oal sum of money and intere of the covenants and agree	es in accordance with the terms, provisions and limitations of the me, it is not aimed, by the Mortgagors to be performed, and acknow edge. Mortgagors by these presents CONVEY AND acknow edge. Mortgagors by these presents CONVEY AND all Estat are all of their estate, right, title and interest therein, all Estat are all of their estate, right, title and interest therein.
above mentioned note an	the sum of One Dollar in hand paid, the	receipt whereof is hereby	al Estat ar , al' of their estate, right, the and interest
WARRANT unto the T	rustee, its or his successors and assigns, it	nk , COUNTY O	F AND STATE OF ILLINOIS, IS WAN
situate, lying and being i	II tile		s 11 tost 3/4 of the
Lot 1 in E Southeast	Block 1 in the Highlands 1/4 of the Southeast 1/4 ne Third Principal Meridi	of Section 32, an, in Cook Cou	sion of the lest 3,4 of the first formship 3' worth, Range 13 mty, Illinois.
East of th	e Third Principal Table		
Permanent	Index #19-32-411-001 ddress:8501 S. Major, Bu	rbank, IL 6045	9
Property A	aaroee 8501 S. Major, Bu		
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	to here described is referred to here	in as the "premises."	o belonging, and all rents, issues and profits that er for so lon and are pledged primarily and on a parity with said real estate a do not are pledged primarily and on a parity with a nover, refrige ration.
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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. Mortgago.s 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 when the premise 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 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 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 buildings 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.
- 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 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 mort-policies payable, in case of loss or damage to Trustee for the benefit of the holders of the note, but of the holders of the note, and in gage 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 c of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore r quired of b orte, gors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal or interest or not manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or not may be a seen and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeemed and expense past or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the notation of the propose of the notation of the propose and the lien hereof, plus reasonable compensation to Trustee for each matter concernity of the propose of the notation here in an horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due at which action here in an horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due at which action here in an horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due at which action here in an horized may in this interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as waiver of any right acc mg 1 them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the ... ld rs of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, st. ten. nt or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valid styre any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each iter of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the p incipal note, and without notice to Mortgagors, eall 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 occur 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 otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense swhich may be paid or incurred by or on behalf of Trustee or holders of the note for debtedness in the decree for sale all expenditures and expense swhich may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appraiser's fees, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs attorneys fees, Trustee's fees, outlay, for documentary and expert evidence, stenographers' charges, publication costs and existing the standard of the standard as to items to be expended atter, after a further or holders of the note may deem to tions, guarantee policies. Torrens certificates, and similar attar is assurances with respect to title as Trustee or holders of the note may deem to those guarantee policies. To rens certificates, and similar attar is assurances with respect to title as Trustee or holders of the note may deem to the reasonably necessary either to prosecute such suit or to evidence of bidders at any sale which may be had pursuant to such decree the true conbe reasonably necessary either to prosecute such suit or to evidence of the nature in this paragraph mentioned shall bedien or the title to or the value of the premises. In addition, a text and tures and expenses of the nature in this paragraph mentioned shall be account of the title to or the value of the premises. In addition, a text and tures and expenses of the nature in this paragraph mentioned shall be accounted to the standard paragraph mentioned shall be accounted to the standard paragraph mentioned shall be accounted to the standard paragraph mentioned shall be accounted to the paragraph mentioned shall be accounted to
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and pplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such liter is a sare mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; our in, 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 C art which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without no ce, without regard to the solvency or insolvency receiver of said premises. Such appointment may be made either before or after sale, without no ce, without regard to the solvency or insolvency receiver and a the time of application for such receiver and without regard to the then value of the remises or whether the same shall be then of Mortgagors at the time of application for such receiver may be appointed as such receiver. Sur receiver shall have power to collect the rents, cocupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Sur receiver shall have power to collect the rents, issues and profits of said premises during the full statutory such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessar 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 necessar 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 necessar 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 necessar 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 necessar 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 necessar 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 necessar or are usual in such cases for such receiver, would be entitled to collect such rents, issues and profi
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any fense 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 reasonable times and access the reasonable times and access the reasonable times are the reasonable times and access the reasonable times are the reasonable times and access the reasonable times are the reasonable times are the reasonable times and access the reasonable times are the reasonable times
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligate to a cord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omis in this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omis in the hereof the premises of the second of the premises of the
- 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 an elebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of an observance of the property of the principal note and which purcuted by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purcuted 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 destinated 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 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, Worth Bank & Trust 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.

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. 1069

BURBANK STATE BANK

BY:

Virgina L. Doyle7rustee Loan Officer

END OF RECORDED DOCUMENT