UNOFFICIAL COPY

TRUST DEED (ILLINOIS)
For Use With Note Form 1448

CAU All w	TION: Consult a lawyer before using or acting under t arranties, including merchantability and fitness, are e	[28] A. M. M. H. M.	27522504 4 A	Réc 11	.00
	APR-24-8	o5 14225 °	57275225U4 4 A		
THIS INDENTURE, IT	- 17 1/	19_85_,			
between Willia	m J. McCauley and Anna	Mae McCauley_	an primarile		
				27522504	
7910 S. Long.	Burbank, Illinois 6045	59		-00004	
(NO. AND		(STATE)	First 1		
herein referred to as "M			اسلم موا		
Burbank State 5440 West 87t	h Sirect Purbank, Illi	nois 60459	1 1 2 00 5		
PR 85 0 . (NO. AND	STREET) (CITY)	(STATE)			
herein referred to as "I	OSTREET) (CITY) rustee," witnesseth that hereas Mort vincipal promissory not , te ned "Instal fortgagors, made payaclet Beerer and te to pay the principal sum "	gagors are justly indebted Iment Note," of even date		e For Recorder's Use Only	
herewith, executed by hote Mortgagors promi-	fortgagors, made payable to Benter and the to pay the principal sum	delivered, in and by which THOUSAND FIVE	HUNDRED SEVENTY TH	REE AND 69/100*	*
Dollars, and interest fro	m April 16, 1985 n	the balance of principal rer	naining from time to time unpaid	lat the rate of 14.23 p	er cent
	m <u>April 16, 1985</u> n oal sum and interest to be payable in in ta 1 day of <u>May 16,</u> , 19_85, ic				
1017	and the second s	dea in full poid aveant t	hat the final navment of Drincip	ai and intelest, it not soone	er paid,
shall be due on the	L6th day of April , 1990	; a. such payments on acco	ount of the indebtedness evidence	allments constituting princ	ipal, to
to accrued and unpaid if	n due, to bear interest after the date for	payment here of at the rat	e of 15.25 per cent per ani	num, and all such payment	s being
made payable at BUF	BANK STATE BANK	ah note further reads the	or	at such other place as the er thereof and without noti	e legal ice, the
holder of the note may, principal sum remaining	unpaid thereon, together with accrued i	nterest thereon, she're soon	ne at once due and payable, at	he place of payment afores reof or in case default shal	said, in 🙀 Il occur
case default shall occur i and continue for three d	n due, to bear interest after the date for <u>REANK STATE BANK</u> from time to time, in writing appoint, whit to unpaid thereon, together with accrued in the payment, when due, of any install mays in the performance of any other agree days, without notice), and that all partie	ment contained in this Trus	t F ced () which event election	may be made at any time at of dishonor, protest and no	fter the otice of
NOW THEREFOR	RE, to secure the payment of the said prim nd of this Trust Deed, and the performance	cipal sum of money and inte ce of the covenants and agre	ements here i contained, by the	Mortgagors to be performe	ed, and
also in consideration of	the sum of One Donar in hand paid, th	the following described R	eal Estate at d all of their estate	, right, title and interest the	herein,
situate, lying and being	in the <u>Village of Burbar</u>	<u>ık</u> , county (of <u>Cook</u> an	D STATE OF ILLINOIS,	to wit:
	보기 이 이번 아내네요? 남편하죠		Cubdirricio) e	f the Fast	
	1) in Lorn E. Arnold's 7 the East half of the We	19th and Long Av	ende Succivision	- Footion	
quarter of		act half of the	North West diarter	C. FROUTOII	Carlo de Sont
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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 when the premises 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 or how or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance or 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.
- 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
 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 mort-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, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in gage clause to be attached to each policy, and shall deliver all policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default 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, 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 for feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses pair or neutred in connection therewith, including reasonable attrongs' fees, and any other moneys advanced by Trustee or the holders of the no' to no cet the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice are with interest thereon 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 right accruing ', in, m on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the 'adr', of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, stater and contained from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the values, of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each 'em of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, At the election of the holders of the principal not 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 berein contained.
- 7. When the indebtedness hereby secured shall see, me 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. Foreclose the lien hereof, there shall be all other rights provided by the laws of Hilmois for the enforcement of a mortgage debt. In any an to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expensives the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expensive 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, outlays for door mentally and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for door mentally and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for door mentally and expert evidence, stenographers' charges, publication costs and costs attorneys' fees, Trustee's fees, appraiser's fees, outlays for door mentally and expenses of the last Trustee or holders of the note may deem to those, guarantee policies. Torrens certificates, and similar datally and assurances with respect to title as Trustee or holders of the note may deem to the sum of the title to or the value of the premises. In addition, all expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately due and pay able, with interest thereon at the rate of nine per cent per annum, when come so much additional indebtedness secured hereby and immediately due and pay able, with interest thereon at the rate of nine per cent per annum, when come so much additional indebtedness secured hereby and immediately due and pay able, with interest thereon at the rate of nine per cent per annum, when come so m
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and confied 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 necessary in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition if to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, an overplus to Mortgagors, their heirs, legal representatives or asseins 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, without not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense who in 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 per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recor this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissio s the reunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnitie 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 nereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of the successor trustee, never the part of the principal note herein described any note which bears a certificate of identification purporting to be exacuted by a prior trustee hereunder 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 release is requested of the original trustee and he has not expected 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, 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.

The Installment Note mentioned in the within Trust Deed has been

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.

identified herewith under Identification No.

Wilgon STATE BANK TELL Virginia L. Doyle, Loan Officer

END OF RECORDED DOCUMENT