## UNOFFICIAL COPY

	FI TRUST DEED (ILLINOIS) For Use With Note Form 1448 (Monthly Payments Including Interest)	April, 1980
CAUT All was	FION: Consult a lawyer before using or acting under this form. Irranties, including merchantability and fitness, are excluded.	
HIS INDENTURE, ma	ade 3-10	19.84
	nce T. Hampton and Sylvia C.	A STREET COA
	nusband and wife	27522691
8624 S. P (NO. AND) erein ref., red to as "Mo	SINCEI) (OTT)	(STATE)
	dome Improvement Company	
	cero Avenue Chicago, IL 600	0639
erein referred to as to the legal holder o. a perewith, executed by Mote Mortgagors promise collars, and interest from	winesseth: That Whereas Mortgagors are in the consistency of the consi	(STATE) justly indebted in and by which 1 SIX hundred e of principal remaining from time to time unpaid at the rate of 21,46 per cent follows: One hundred forty nine and 33/100
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nall be due on the accrued and unpaid int	day of TD111 , balance and the remain	payments on account of the indebtedness evidenced by said note to be applied first inder to principal; the portion of each of said installments constituting principal, to
e extent not paid when	due, to bear interest after the dre for 1 tyment the	per cent per annum, and an such payments being
older of the note may, ii	Total time to time, in writing appoint,	the place of payment aforesaid. In
d continue for three da piration of said three d	days, without notice), and that all parties the etc. ev	ally waive presentment for payment, notice of dishonor, protest and notice of
rotest	E, to secure the payment of the said principal sum of dof this Trust Deed, and the performance of the cover the sum of One Dollar in hand paid, the receipt where the sum of One Soldar in hand paid, the receipt when the sum of One Dollar in hand paid, the receipt when the sum of One Dollar in hand paid, the receipt when the sum of the sum o	(noney and interest in accordance with the terms, provisions and limitations of the venantsd ag -ements herein contained, by the Mortgagors to be performed, and whereo is here! y acknowledged, Mortgagors by these presents CONVEY AND ring de ribed Real Estate and all of their estate, right, title and interest therein,
Lot 36 in 1 Section 34	Elmore's South Park Boulevard, , Township 38 North, Range 14	, subdivision in the south half of , East of the Third Principal Meridian.
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## **UNOFFICIAL COPY**

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 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 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 exvice 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 about to expire, shall deliver renewal 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 Me 182, ors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior ence 12 are, s. 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 saw or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses 12 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection therewith including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 1012 or incurred in connection the purpose of the 1012 or incurred in connection thereof in the 1012 or incurred in connection the 1012 or incurred in connection the 1012 or incurred in connection to the 1012 or incurred in connection the 1012 or incurred in connection the 1012 or incurred in connection the 1012 or incurre
- 5. The Trustee or the finders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, starment or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vandit, or pay tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each tem 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, 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 rise. To foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a y suit o foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and e penses which 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 to be expended after or ry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and avarances with respect to title as Trustee or holders of the note may deem to the reasonably necessary either to prosecute such suit or to evidene to bidders 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 ware diverse and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately oue "drayable, with 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) any at ion, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claim anto "drayable, with by reason of this Trust Deed or any indebtedness hereby proceedings, to which either of them shall be a party, either as plaintiff, claim anto "drayable, with by reason of this Trust Deed or any indebtedness hereby commenced; or (c) preparations for the commencement of any suit for the foreclosure served if the receive of the premises of
- 8. The proceeds of any foreclosure sale of the premises shall be distributed at 1 ar lied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items per are 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; fourth, provided; therefore the provided in the preceding provided in the provided interest remaining unpaid; fourth, provided in the proceedings and interest remaining unpaid; fourth, provided in the preceding paragraph hereof; second all costs and provided in the proceedings are mentioned in the preceding paragraph hereof; second all costs and provided in the proceedings and provided in the proceedings are mentioned in the preceding paragraph hereof; second all costs and provided in the preceding paragraph hereof; second all costs and provided in the proceedings and provided in the proceedings are mentioned in the preceding paragraph hereof; second all costs and provided in the proceedings are mentioned in the preceding paragraph hereof; second all costs and provided in the proceedings are mentioned in the preceding paragraph hereof; second all costs are mentioned in the proceedings are mentioned in the proceedi
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court is which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, which a 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 receiver. Such receiver all two power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficie tcy, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mort, sors, et pet for the intervention of 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 the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premises during the whole of said period. The 'out' from time to time may the protection, possession, control, management and operation of the premise during the whole of said period. The 'out' from time to time may the protection, possession, c
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any deter e 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 there. hall 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 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 one in the hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnition 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 certificate of identification purporting to be executed 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 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.

The Installment Note mentioned in the within Trust Deed has been

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.

ntified herewith under Identification No.								
	-	Trus	tee	100				

END OF RECORDED DOCUMENT