## UNOFFICIAL COPY

GEORGE E	COLE:	TDUAT B ===	FORM NO. 206 April, 1980	·		
		TRUST DEED (ILLINOIS) For Use With Note Form 1448				
ن	(Mo	nthly Payments Including Interes	it)			
9	CAUTION:	Consult a lawyer before using or acting under the suitable of the same of the	this form.	27		
	All warrant	as, including merchantability and fitness, are e	ixchided.		115 269	
					209	
THIS IND	ENTURE, made	<u>May</u>	1 25 19 84	,	•	
between _	Bertram	N. Hanson and Jacque	line M. Hanson	2		
	his wife	<u> </u>		_		
	5628 Wes	st 89th Street, Oak I	Lawn, IL 60453			
	(NO. AND STE	REET) (CITY)	(STATE)	-		
here a rea		agors, and Oak Lawn Nat		-		
	9400 Sot	<u>ith Cicero, Oak Lawn,</u>	. IL 60453	-		
	NO. AND STE	REET) (CITY)	(STATE)	•		
herein refe		ee," witnesseth: That Whereas Mor ipal promissory note, termed "Insta		d The Ab	ove Space For Recorder's Use Only	
herewith,	xecure 6 wart	gagors, made payable to Bearer and pay the principal sum ofTWELL	I delivered, in and by which	h 00 / 1 00		
Dollars, ar	agors prom. e to id interest nom	May 25, 1984 o	n the balance of principal	remaining from time to tin	ne unpaid at the rate of <u>14.50</u> per cen	r It
per annum	, such principal si	' a a' d interest to be payable in inst	tallments as follows: _TW	o_Hundred_Third	y_One_and_93/100	=-
					93/100	
					f principal and interest, if not sooner paid s evidenced by said note to be applied fire	
to accrued	and unpaid intere	st on the unraio, unneipal balance a	nd the remainder to princ	ipal; the portion of each of	s evidenced by said note to be applied fire said installments constituting principal, t	0
the extent	not paid when du	ne, to bear in crest after the date fo South Cice 3, Dak Le	r payment thereof, at the awn, IL 60453	rate of per cer	t per annum, and all such payments bein or at such other place as the leg-	
holder of t	he note may, fron	n time to time, in writing a point, wi	hich note further provides	that at the election of the	egal holder thereof and without notice, th	le .
case defau	transfer and the shall occur in the	e payment, when due, of .ny i stall	ment of principal or intere	st in accordance with the	cable, at the place of payment aforesaid, erms thereof or in case default shall occur	ir
expiration	of said three days	s, without notice), and that all part	ies thereto severally waive	presentment for paymen	election may be made at any time after the t, notice of dishonor, protest and notice	of
protest. NOW	THEREFORE,	to secure the payment of the sall pr	cipal sum of money and	nterest in accordance with	the terms, provisions and limitations of th	ıe
above mer also in cor	itioned note and c nsideration of the	if this Trust Deed, and the perfort a sum of One Dollar in hand paid,	r re of the covenants and a tile receive whereof is he	greements herein contain reby-acknowledged, Mort	ed, by the Mortgagors to be performed, ar gagors by these presents CONVEY AN heir estate, right, title and interest therei	id D
WARRA	NT unto the Trus	tee, its or his successors and assign	is, the allowing described			
-	-	he <u>Village of Oak L</u> a		YOF _Cook	AND STATE OF ILLINOIS, to w	n:
		in Frank DeLugach's			a subdivision of the Range 13 East of the	
		Meridian, in Cook C			Range 13 East Of the	
	_	•		)		
	-	COOK COUNTY, ILLINOIS FILED FOR RECORD				
		"TALES FOR RECORD			40	
		1984 JUH -5 AN 11: 50	. 271	15259	1100	
		1004 0011		6/		
which wi	th the property h	ereinafter described, is referred to b	serein as the "premises."		<u></u>	
тос	ETHER with all	improvements, tenements, easeme	nts, and appurtenances the	reto belonging, and all	n,s ssues and profits thereof for so long a od on a parity with said real estate and r	nd
secondar	ily), and all fixtur	es, apparatus, equipment or article:	now or hereafter therein	or thereon used to supply	n at, g's, water, light, power, refrigeration the foregoing), screens, window shad	on On
and air c	storm doors and	windows, floor coverings, inador b	eds, stoves and water hea	ters. All of the foregoing	are de layed and agreed to be a part of t all sini, or or other apparatus, equipment	he
articles h	ereafter placed in	the premises by Mortgagors or their	ir successors or assigns sha	ill be part of the mortgage	d prendes.	
TO I herein se	HAVE AND TO t forth, free from	HOLD the premises unto the said? all rights and benefits under and by	frustee, its or his successor virtue of the Homestead	rs and assigns, forever, fo Exemption Laws of the St	r the purpose ,, and pon the uses and tru ate of Illinoi, which said rights and bene	ists fits
Mortgage	ors do hereby exp	ressly release and waive. <sub>er is:</sub> <u>Bertram N. Hans</u> e				
					rse side of this Trust Feer, are incorpora hall be binding on Mor. gr. s., their he	ted
herein by successor	y reference and h rs and assigns.	ereby are made a part hereof the s	same as though they were	here set out in full and s	hall be binding on Mor.ge, rs, their he	irs,
	iess the hands and	i seals of Mortgagors the day and yo	ear first above written.	12	2. 11	
Witt	_		(Sea	Bertram N.	Janson (Sc	al)
	šE -					$\sim$
PLEAS PRINT	OR -		<del> </del>			
PLEAS PRINT TYPE NAI BELO	OR - ME(S) W		(Se:	1) Sacratina	Hanson (Se	al)
PLEAS PRINT TYPE NAI	OR - ME(S) W		(Se:	d) Jacquetine	Hanson (Se	al)
PLEAS PRINT TYPE NAI BELO SIGNATU	OR - ME(S) W			I, the undersi	gned, a Notary Public in and for said Cou	nty 📆
PLEAS PRINT TYPE NAI BELO SIGNATU	OR - ME(S) W RE(S) -	Cook in the State aforesaid, DO HERE his wife		I, the undersi	a. nanson	nty J
PLEAS PRINT TYPE NAI BELO SIGNATU State of	OR ME(S) W RE(S) (Illinois, County o	in the State aforesaid, DO HERE his wife  personally known to me to be the	EBY CERTIFY that Be	I, the undersignation N. Hanso	ened, a Notary Public in and for said Country and Jacqueline M. Hans	nty On, Cont.
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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 express 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 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 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 tille or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect 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 and 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 accraining to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so a cording 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 any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. At the act in of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwin star din 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 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.
- 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 parents including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constituting secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest thereon, as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; third, all principal and interest thereon as herein provided; the provided and the principal and interest thereon as herein provided; third principal and interest thereon as herein provided; the provided and the principal and t
- 9. Upon or at any time after the filing of a complaint to for the first Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either be or or a fer sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without recard to the ten value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be apply and a such receiver. Such appoint the specific properties of the protection of said premises during the pendency of such forcefosur and and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during an "untrier times who Abriggors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and a other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during a way led of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or i part o (1) The indebtedness secured hereby, or by any decree forcefosing this Trust Deed, or any tax, special assessment or other lien which may be necessary to the lien hereof or of such decree, provided such application is made prior to forcefosure sale; (2) the deficiency was a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision are so all 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 hereb, see ed.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all remonal at 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, or shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor bill, ble for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truste 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 sait actory vidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof o and the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, repress. it he all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested a secure such successor trustee may accept as the genuine note herein described any note which bears a calledate of identification open oring to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal tote and which purports to be executed by the persons herein designated as the makers thereof; and where the release requested of the original tax is a 1 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the get une principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the many accept as the get une principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the many accept as the get une 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 tile, 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.

The Same State of the

END OF RECORDED DOCUMENT