UNOFFICIAL GOPY N BAU CHAITIBH

ORGE E. COLE FORM NO. 206 EGAL FORMS April, 1980 April, 1980		25-3968		
(Mor	TRUST DEED (ILLINOIS) For Use With Note Form 1448 onthly Payments Including Interest)		27304047	
CAUTION: C All warrante	Consult a lawyer bulore using or acting under this for s, including merchantability and litness, are excluding the control of	m. ed.	-	
THIS INDENTURE, made .	October 4,007-22-84 M. Baker	949093	27304047 · A - Rec	10. 20
	. Peoria St.			
Chica (NO. AND STRE herein referred to as "Mortga	ET) (CITY)	Bank, Steven B		
	<u>Jerry L.Nelson, Succes</u> 1g Drive Chica <i>g</i> o,			
here ref are I to as "Truster to the legal hold or of a princip herewith, excute 1 by Mortg	," witnesseth: That Whereas Mortgage oal promissory note, termed "Installme agors, made payable to Beager and deli-	ors are justly indebted nt Note," of even date Thou shand by three	The Above Space For Record	er's Use Only
Dollars, and inest from per annum, such princip	on the	balance of principal rema ents as follows: One One Hundred Thi	ining from time to time unpaid at the rate of Hundred Thirty Eight and rty Eight and 57/100	15.50ercent 57/100
shall be due on the _29±11 to accrued and unpaid interes the extent not paid when due made payable atDrex	day or + Oper 1989 at day or + Oper 1989 at st ont - unpair principal balance and it to to ar interest after the date for pay el Na or Bank	ite is fully paid, except that Il such payments on account the remainder to principal; ment thereof, at the rate	nt the final payment of principal and interes nt of the indebtedness evidenced by said no the portion of each of said installments cons of per cent per annum, and all s	t, if not sooner paid, te to be applied first tituting principal, to uch payments being r place as the legal
NOW THEREFORE, t above mentioned note and of above in consideration of the	o secure the payment of the said princi- this Trust Deed, and the performance of	sum of money and interest to covenants and agree	est in accordance with the terms, provisions; ments herein contained, by the Mortgagors's	and limitations of the
Lot 305 in Down	ing and Phillips Norma	l □:c⊬ Addition	al Estate and all of their estate, right, title F	and interest therein, FILLINOIS, to wit: he
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OR RECORDER'S OFFICE BOX NO.

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 mechanics litens or litens in favor of the United States or other liens or claims for liten not expressly boordinated 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 liten to Trustee or to holders of the note; (5) complete with a reasonable time any buildings or 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 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 noticy, 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 test than ten days prior to the respective dates of expiration.
- 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 title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax are 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 ayable 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 way or of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do seed, it to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or set aided in the the validity of any tax, assessments, sale, forfeiture, tax lies or tail eor claim thereof.
- 6. Jost agors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the elect in 6, the holders of the principal note, and without notice to Mortegoors, all unpaid indebtedness secured by this Trust Deed shall, notwither an against in the principal note or in this Trust Deed to the contarry, become due and payable when default shall occur in payment of principal or interes or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the ____of__assas 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 and also shall have all other rights provided by the laws of Illinois for the enforcement ____ and ragae debt. In any suit to foreclose the lien hereof and also shall be all other rights provided by the laws of Illinois for the enforcement ____ and ragae debt. In any suit to foreclose the lien hereof, three shall be allowed and included as additional included as additiona
- 8. The proceeds of any foreclosure sale of the pr mises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proc. -dirgs, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute source indebtedness additional to that evidenced by the note hereby secured, with interest thereof as herein provided; third, all principal and in crest emaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- interest thereon as never provided; third, all principal and in creat emanding impalic; court, any overpas to assigns as their rights may appear.

 9. Upon or at any time after the filing of a complaint to force one after 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 are sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without egard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without egard to the their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appoint, as a chief receiver. Such a propose the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure we are, 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 any untriber times who mytegors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all of "powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premise, auring the w" 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 in pr. of: \(1 \) The individual period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in pr. of: \(1 \) The individual period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in pr. of: \(1 \) The individual period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in pr. of: \(1 \) The individual period. The Court from time to time may authorize the
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision here: shall 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 hereby ser and.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all regeneral contact of the purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, n. r. natl. Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, no be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, 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 sansfactor... tence that all indebtedness secured by this Trust Deed has been fully paid: and Trustee may execute and deliver a release hereof to a u at the request of any recrow who shall either before or after maturity thereof, produce and exhibit to Trustee the right paid note, represent ag that I indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is request, of p according to the properties of the prope
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall we

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 to, or this Trust Deed.

Installment	Note mentioned	in the	within	Trust	Deed	has	be
(e Installment	e Installment Note mentioned	e Installment Note mentioned in the	e Installment Note mentioned in the within	e Installment Note mentioned in the within Trust	e Installment Note mentioned in the within Trust Deed	e Installment Note mentioned in the within Trust Deed has

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.
Trustee

END OF RECORDED DOCUMENT