TRUST DEED (ILLINOIS NOFFICIAL COPY 455)

		į		The Above Space Fo	RECORDERS DECORPTING	\$11 05
	DENTURE, made De	cember 10.	86 han	Danny Rob	THEZE THEN DELT	2/17/85 15 08 00 Robinson
THIS IND	ENTURE, made	Maria de la Compania	. 19 ord conce	Ween bedrive the transfer	一権に対した一种では、一会 一世	S-S27455
	The result of the ministration	oner				
herein refe	erred to its "Trustee," witnes astallment Note," of even d	seeth: That, Whereas have herewith, executed	dortgagors are j	justly indebted to the	e legal holder of a princip	al promissory note,
	Ŀ,	idelity Financi	al Service	s, Inc.		
	1	127 Monnheim Rd	l., Suite 2	13, Wostchoote	or, IL 60153	يسويها بينالمنسب
and deliver	1 red, in and by which note Mo and no/	ortgagors promise to pa	y the principal at	um of Five thous including	sand seven hundred 	seventy-two Re
VIN YEARINGS	AND MANAGEMENT AND		Dana Karaman (1964) Oo a	i dade, bereiloet Deregen beroeden	kreiner from	Mark to be navable
in installm	ents as follows: One hur other day of January	ndred fifty-bix	and no/100	(156.00)	and and the second	
on the 10	th day of January	19 <u>86</u> and	One hundred	d fifty-six an	nd no/100 056.00/	Dollare
on the 15	5 th day of each and every d, shall be due on the 16 th	month thereafter until	uid note is full ia 89 - a	y paid, except that the	ne final payment of principal	and interest, if not
xx kexpppi	ecidicate the due on the whole the control of the c	rimerexpantite unprid:	угіноіры і ідікоск	Kockthic Manager and The Control of	principal; timpertonutionek	by a supplied and a s
and all suc	h payments boin, riade paya	ble to Bearer of Note or	interest after the st such other pla	o date for payment the aco na the logal holder	reof, at the rate as provided to the note may, from time to	in note of even date, time, in writing ap-
point, which	h payments boin, reads pays chapte further provides that the accrued interest thereon, adue, of any installment of pr	t at the election of the shall become at once du	legal holder ther e and payable, at	reof and without noug t the place of payment	e, the principal sum remain aforesaid, in case default sh	ing unpaid therron, all occur in the pay-
ment, wher	n due, of any installrien of prormance of any other far and	rincipal or interest in account contained in this Tr	ordance with the ust Doed (in which	ternia thereof or in ca ch event election may	se default shall occur and con be made at any time after the	itinue for three days se expiration of said
three days	ormance of any other for inn , without notice), and fiat all	I parties thereto several	ly waive present	ment for payment, no	tice of dishonor, protest and	notice of protest.
NOW	THEREFORE, to secure	e sayment of the said	principal sum of	money and interest	in accordance with the ter	ms, provisions and
limitations	of the above mentioned not	tr ar sof this Trust De	ed, and the per	Hormance of the cove	inants and agreements heren	n contained, by the
Mortgagors	to be performed, and also by these presents CONVEY	r and WARRANT unto	the Trustee, its	s or his successors an	nd assigns, the following des	cribed Rent Estate,
and all or	their estate, right, title and i	CCUNTY OF	Co	ok	AND STATE OF	ILLINOIS, to wit:
L i.	Lot 60 in Hogenson' East 1/2 of North E	s 3rd Addition	, being a l	Subdivision of	the West 1/4 of	
. +	tast 1/2 of North East 1 1/2 of North East 1	iast 774 or bou 174 of the Soit	un west 1/4	of Section 4.	Township 39 North	•
R	lange 12 kapt ef th	an Thaisad Desima.	na Mandalda			1 9
	AKA: 1118	n. Lock	wood	Chicag	10	
	PIVI: 16 The property hereinafter de	211 201	0.20	KIZ	,	
e taka misek	PIVI: 10	1 - 04 - 305	- 000	٠, تحکیر		
					ing, and all rents, issues and	profits thereof for
en lana and	Lauring all such times as Me	netopoors may be entitle	ed thereto (Seaid	a rents issues and are	ofits are pledged primarily at	nd on a parity with
		one an uvinces, appains	us, equipment 🐚	r articles now or her	eafter therein or thereon us	sed to supply heat,
gas, water.	light, power, refrigeration a	and air conditioning ()	us, equipment o whether single un modeons and with	r articles now or her fair or centrally contra	eafter therein or thereon userolled), and ventilation, included the stoyes and	sed to supply heat, luding (without re- water hadders, All
of the fores	oning are deciment and agree:	a to be a pari of the m	iortkaged premis	r atticles now or her hit of centrally contr ndova, foor covering es whathar physically	eafter therein or thereon us rolled), and ventilation, inci is, inador beds, stoves and attached thereto or not, an	id it is agreed that
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- 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 building 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. Morigagors 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 Morigagors 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 Morigagors 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 estile any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting sale 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 altorneys' fees, and any other moneys advanced by Trustee or the holders of the note to project the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as unorized 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 seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the volvers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according 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. Mortgagors shall pay each item 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 shill 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 he right to foreclose the lien hereof, there shall have all other rights provided by the laws of illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expent evidence, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expent evidence, stenographers' charges, publication costs and costs and costs of which may be estimated as to items to be expended attacking of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens' certificates, and similar (att and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true comes on much additional indebtedness secured hereby and immeritably due and payable, with interest thereon at the rate of seven per cent per unnum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, chaimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 proceedings, including all surfaceus as 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: forth, 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 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 notile, without 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 shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of e tale and a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said to the Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become such rior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof 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 secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and a cess thereto shall 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 licis 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 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 grauine 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 the 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 havely 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 hereinder shall have the identical fitle, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - i 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.

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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	Installment No	te mentioned	in	the.	within	Teuer	Deed	har	heen
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identified herewith under Identification No. ...

C. R. Vaggoder

Trustee

-85-327455