UNOFFICIAL COPY For use with Note Form 1448 thy payments including interest; 86387507

The Above Space For Recorder's Use Only

THIS IN	DENTURE, made .	AUG 18		86 hetween	HARRY	LAKE ANI)	
		FAYLICE LAKE SKOKIE TRUST					herein referred to a	"Mortgagors," and
herein refe termed "I	erred to as "Truste nstallment Note," o	e," witnesseth: That of even date herewit	. Whereas Morta	gagors are just! Mortgagors, m	y indebted to ide payable	o the legal to Beater	holder of a principa	al promissory note,
*****2	3000.00	h note Mortgagors p			Dollars,	and interes	THOUSAND 00/1 st from 8/18/	86
on the bal	ance of principal re	emaining from time	to time unpaid a	it the rate of	FOUR P	er cent per	annum, such principa EIGHTY ONE AN	al sum and interest
to be pay:	able in installments	as follows:	86		FOUR		EIGHTY ONE AN	
on the 1	7 day of each	and every month the	ereafter until said	d note is fully g	aid, except th	at the final	payment of principal	and interest, if not
by said no of said ins	te to be applied fin stallments constituti	it to accrued and un	paid interest on extent not paid	the unpaid prin	cipal balance	and the ren	payment of principal account of the inde nainder to principal: the for payment ther NGS BANK	the portion of each
at the elect become at e or interest contained i	or at such ion of the legal hole once due and payabl in accordance with in this Trust Deed (other place as the leg for thereof and without, at the place of pays the terms thereof or	cal holder of the court notice, the princent aforesaid, in in case default shoon may be made	note may, from neipal sum rem. case default shi all occur and co at any time afr	sining unpaid all occur in the entinue for the er the expirati	thereon, tog e payment, v ree days in t ion of said t	ppoint, which note for ether with accrued in when due, of any insta the performance of a three days, without n	terest thereon, shall allment of principal my other agreement
limitations Mortgagors Mortgagors	of the above ment to be performed, by these presents	ioned note and of the and also in consider	his Trust Deed, tration of the su RRANT unto the	and the perform m of One Dol Trustee, its or	nance of the lar in hand p his successor	covenants as paid, the re-	ordance with the terrind agreements herein ceipt whereof is here is, the following descriptions.	contained, by the
				-			AND STATE OF	ILLINOIS, to wir:
	N 10-27-115-0 E South 2050	FEET OF THE 1	NURTH 5833	FEET AND (EXCEPT TI	HE NORTH	9966 FEET)	
TH	E WEST 1225 I	FEET OF THE EA	ST 4410 PE	et of the	POLLOW INC	G DESCRI	BED TRACT	
		ET OF THE EAST IG WEST OF A I						
AS 2	17 coppe UDOS	AP THE MARK	PACT COD 17	D OF CATE	707 9 70 1	A DOINT	IN THE	76 FT m 122 n
sot	UTH LINE OF S	AID LOT S 14.	45 FEET WE	T OF THE	SOUTHEAS?	CORNER	OF SAID LOT	25 . 1 AR C 22 C
2 /	ALL BEING IN	BLOCK 2 IN K	lenn and da	TOP SOMETIME	LINCOLN	CICERO	LULYATEM	
QΫ́A	PTER OF THE	SOSTHWEST OF A	RIERTHE BE	CT THER OF	REFORDED	As Boc	UTBUEST \$35,000 13 E \$95,32784 IN C RELATING THER all rents, issues and	ST OF OFF I
which, with	the property force. THER with all im	Matter described, is provements, tenemen	referred to herei its, easements, a	n as the price nd appurturation	e mercio bel	SEMENTS and	RELATING THER	ETO. profits thereof for
so long and	during all such tir	nes as Mortgagors m	iay be entitled in	ereto (wnick r. guinment or -ri	nis, issues and	a pronts are hereafter ti	picaged primarity an serein or thereon use	d on a parity with
gas, water, stricting the	light, power, refrige foregoing), screen:	peration and air con s, window shades, av	ditioning (wheth mings, storm doc	er single units ors and window	s, for a wer	controlled). rings, inados	and ventilation, inclu- beds, stoves and w	iding (without re- later heaters. All
of the fores	eoing are declared a	and agreed to be a p	art of the mortes	need premuses w	Dello f Dorse	aliv altacho	d thereto or not, and premises by Mortga	I II IS ARTCED UNAI
cessors or a	issigns shall be part AVE AND TO HO	of the mortgaged pi I D the oremises uni	remises. to the said Trust	ee, its or his su	cessors at d	signs, forey	er, for the purposes.	and upon the uses
and trusts l	berein set forth, fre	e from all rights an- agors do hereby exp	d benefits under	and by virtue o	f the Homest	e a Fizempti	on Laws of the State	of Illinois, which
This T	rest Deed consists	of two mages. The c	ovenants, condit	ions and provis	ions appearing	g o i page 2 r were fare	t (the reverse side of set out in full and si	this Trust Deed)
Mortgagors	, their beirs, success	ors and assigns.	e day and war i	fint shore writ	len	2,		
witnes	is the hands and se			411	·····	سيد (2.	,
	PLEASE PRINT OR		V IAVE	مرس	(Scal)	PAVISCE	To La	(Seal)
	TYPE NAME(S) BELOW	- IIIAB	II LAKE					
Ţ	CENTRACES	706/9698	: 200h	22.7	20_(Scal)			(Seal)
	•						C	
State of Illia	sois, County of	- -	ss.,				a Notary Public in an	d for said County,
			in the State at	ery lake i	FRE PAYETO	E IYKE.		
	IMPRE		personally kno	on to me to be	the same pe	rson who	ose name	RE
	SEAL HERI		subscribed to the	he foregoing ins EY	trument, appe	ared before	me this day in perso	BIR acknowl-
				signed, se	uses and pu		d instrument as	
Cines under	r my hand and off	ioisl saul this	18		day.of	AUG		19_86
Commission		PY PBOLIE BONTE OF ILL PRISSION CUP. NOT 19.			K. Elle	ensi	Com	
THIS INS	TRUMENT WAS	PREPARED BY R						Notary Public
		TRUST & SAVI	NGS BANK.	Ą	PRESS REF	PEOPESKOI	KIR IL	
				_	SKOKIE IL			회 %
	NAME SKOKI	E TRUST & SAV	INGS BANK		E ABOVE A	DDRESS IS	FOR STATISTICAL	6-387
		O OAKTON ST.		Pt	RPOSES ONL	Y AND IS N	OT A PART OF THIS	
MAIL TO:	ADDRESS_44U	UNATUR SI.		SE	ND SUBSEQUE	ENT TAX BI	LLS TO:	¥ 🍣
	CITY AND SKO	KIE IL	ZIP CODE	0076				-387507
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OR	RECORDER'S OF	FICE BOX NO					<u></u>	、
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THE FOLLOWING ARE THE COVENANTS CONJUTIONS AND MOVISIONS REPER UP TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH WORM A LART 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 of 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. 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 title 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 numberized 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 warver of any right accruing to them on account of any default hereumder on the part of Mortgagors.
- 5. The Trustee of the holders 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 all lity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay or n 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 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 of a mortgage Leb a. 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 more sale 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, outly s for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expende I after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar, data 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 the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and imay diately due and payable, with interest thereon at the rate of seven per cent per annum, 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 bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or
- 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 a listch items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebte, not a dditional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpile, fourth, any overplus to Morgagors, 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 I ced, 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 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption of not, as well as during any further time. Wen Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which resy be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of soid neriod. 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 superior 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 at a 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 recess 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 Truste b) obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable (c) (a) acts or emissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and be n a) 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 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 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 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, CHICAGO TITLE & TRUST CO. 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.

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IMPORTANT	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	Call Kime
TRUST DEED IS FILED FOR RECORD. (
• •	Truste