LEGAL FORMS FORM No. 207 September, 1975

OFFICIAL COPY 69015964 March TRUST DEED (Illinois For use with Note Form 2 440 (Interest III addition to monthly principal payments)

|  | •  |  |   |  |  |  |
|--|--|--|---|--|--|--|
| THIS INDENTURE, made Reyes, his wife   | May 6  | , 19 <u>88</u>   |   |  | s_and_Elvica<br>herein_referr  |  |
| and Laddie Malina  |  |  |   |  |  |  |
| herein referred to as "Trustee," with  | nesseth:   |  |   |  |  |  |
| THAT, WHEREAS the Mortg  | agors are justly indebted  | to the legal i   | holder or holders   | of the Install   | ment Note herein   | nafter described,  |
| evidenced by one certain Installmen  | it Note of the Mortgagon   | s of even date   | herewith, made  | payable to BE  | CARER and delive   | ered, in and by  |
| said Note the Mortgagors promise to  | o pay the said principal s   | um_in installm   | ents as follows:  | (\$675.00) 1   | 61x Hundred  | Seventy Fi   |
| Dollars, on the 18th day   | of May, 19 .   | _88 and _4   | (\$675_00) S1X  | Hindred Sev  | SULATINE SOU   |  |
| Dollars, on the 18th day of of the balance due on the 180  |  |  |   |  |  |  |
|  | t per annum, payable mo  |  |   |  |  |  |
| ХЖИЖЖИЖИМЖИК КЪНМОЮМ cach  | of said installments of pr   | rincipal bearin,   | g interest after ma   | turity at the rai  | te of  | er cent per annia  |
| all of said principal and interest being the election of the legal 'wider there hecome at once due and payable, at the or interest in accordance with the terr   | reof and without notice, the place of payment aforesa<br>mathereof or in case defai  | he principal su<br>aid, in case defi<br>uit shall occur  | m remaining unpa<br>ault shall occur in<br>and continue for   | iid thereon, togo<br>The payment, w<br>Three days in t   | cilier With accrued<br>when due, of any li<br>he performance o   | i interest thereon<br>nstaliment of pri<br>if any other nare   |
| contained in this Trust Deed (in which<br>parties thereto severally waive prince<br>NOW, THEREIORE, the star   | itment for payment, notic  | e of dishonor,   | , protest and notic   | e of protest.  |  |  |
| terms, provisions and limitation, of the performed, and a so in consideral CONVEY and WARRANT unto the title and interest the eig, situate, lying the control of the contro | this trust deed, and the paint of the sum of One D   | performance of<br>Pollar in hand<br>ssors and assig  | the coverants and paid, the receipt paid, the following   | nd agreements in whereof is here to described. Rea   | herein contained, i<br>thy acknowledged,<br>il Estate and all i  | ny the Morigage, do by these pre-<br>of their estate, a  |
| Lot 22 and the Scur  |  |  |   |  |  |  |
| 13 in Goodwin Bales<br>West 1/4 of Section<br>Meridian   | stier and 'millio  | o's Subdiv   | rigion of th  | o West 1/2   | ? of the Co.   | 1.   |
| Permanent Index Num  | nber: 16-26-324-   | -በል1   |   | •  |  |  |
| COUNTY REOJRAGE  |  | -041   |   |  | Little Control   | The state of the s |
| 96510-64-# U#  | 2618# .  | 1/_  |   | •  | 4.5  |  |
| THERE 68/11/16 STOO NEWL   | 5.7  |  |   | , ,  | 3901596  | :/   |
|  | DEPT-0.  |  |   |  |  | 74   |
| Jody Longosz is na   | med herein as Su   | ccessur ."   | rustee  |  | *  |  |
| which, with the propert i hereinafter der<br>TOGETHER with all improvement<br>or so long and during all such times as<br>not secondarily), and a l apparatus, esp<br>ower, refrigeration (whether single all<br>hades, storm doors and windows, floor<br>plat real estate whether physically all as<br>consider by the Abstractors or their su   | its, tenements, easements, is Mortgagors may be entituing the entituing the entituing of the entituing of the entituing of the entituing of the entituing the entities and entitle entities the entities and entitle entities and entities and entitle entite entitle entitle entitle entitle entitle entitle entitle entit entitle entitle entitle entit entitle entit entitle entit en | fixtures, and a<br>tled thereto (we<br>be hereafter the<br>d), and ventil<br>awnings, atov<br>it is agreed tha   | ppu (eliances then<br>which are pledged<br>retin or thereon wa<br>action, including (<br>es and water heat<br>it all simila, epp.   | primarily and sed to supply he without restrict ters. All of the training and the training and the trains, equipment   | on a parity with cat, gas, air conditions the foregoing for decorate the foregoing are decorated for articles here   | said real estate<br>lioning, water, la<br>the servers, wand<br>clared to be east   |
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## THE FOLLOWING ARE THE CULTETATIS CONDITIONS AND PROVISIONS REFERRED TO THE PAGE CORN IN A USE SUR OF THIS TRUST DEED) AND WHICH FORM JUAN: OF THE TRUST DEED WHICH THERE HE CANS

- 1. Mortgagors shall (1) keen said premises in good condition and repair, without waste; (2) promptly repair, testing, or relamble and buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (1) keep said premises free from mechanic's liens or item in favor of the United States or other liens or claims for lien not expressly subordinated to the fact broad due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon tequest exhibit satisfactors evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) complete within a reasonable time and funding or limiting now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal industries with tespect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or numerical industries 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 accommons, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustre in includes 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 montgage 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 hereinhelote 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 nuthoused and all expenses paid or incurred in connection therewith, including reasonable attempts 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 Truster for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become inuncitately due and payable without notice any with interest thereon at the rate of eight 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.
- 3. The Trustee or the hold ... of the note hereby secured making any payment hereby authorized relating to takes or assessments, may do so according to any bill, statem nt or estimate produced 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 ner 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 of 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
- 7. When the indebtedness hereby secured shell become due whether by the terms of the note described on page one or by acceleration of 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 law of Illinois for the enforcement of a mortgage debt. In ray suit to foreclose the lien hereof, there shall be allowed and included as inditional indebtedness in the decree for sale all expenditures and experim 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 for doc imentary and expert evidence, stenographers' charges, publication costs and coats (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tute, tute searches and can minations, guarantee policies. Torrens certificates, and similar our and assurances with respect to title as Trustee or holders of the more 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 device the true contains of the title to or the value of the premises. In addition, at expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in a meetion with (a) any action, suit or 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 cor met cement of any smit for the foreclosure hereof after nectual 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 the security hereof, whether or not actually commenced.
- 3. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of princity: tilest, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceeding paragraph hereof; account, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby accured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagous, their heres, 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 a tited may appears a 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is thed may appear a receiver of said premises. Such appointment may be made either before or after sale, without regard to the whomen or mothernes 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 received as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the trust was and profits of said premises during the pendency of such foreclosure suit and, in case of a well as deticiency, during the full statutory and for redemption, whether there be redemption of not, as well as during any further times which fortgagors, except for the intervention of an receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessar on an usual in such cases for the protection, possession, control, management and operation of the premises during the whole 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 part of: (1) The indeficiences secured herein, on his and decree forevised such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and difference.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and rice of thereto shall be per mitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Truste to obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be hable for any note or companies hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may expire information any location information.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactors evidence that all indebtedness secured by this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactors 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 in after majority 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 may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by the persons herein designated as the makers thereof; and where the release is requested of the principal make and which purports to be executed by the persons herein destifying same as the principal note described herein, he may accept as the personal dentifying same as the principal note described herein, he may accept as the personal of the 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 of Paciety.

been recorded on 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 Kes order of Deeds of the country in which the premises are attacked shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as any herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Tring Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons channing under or through Mustagors, and the wind "Mustagors" when used herein shall include all such persons and all persons at any case hable for the payment of the indebtedness or any past thereof, whether or not such persons shall have executed the principal note, or this tend thed

IMPONTANT

identified herewith under Identification No

FOR THE PROTECTION OF BOTH THE BORROWER AND FEMALE, BUT NOTE SECURID BY THIS TRUST DEED SHOTED BY DEED IN THE TRUSTEE, BEFORE THE TRUST DEED IN THE FORE RECORD.

The Installment Note mentioned in the within frest bleed has been