UNOFFICIAL COPY 7

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

90192847

which, with the property hereinafter described, is referred to herein as to "giornises." TOGETHIR with all improvements, tenements,	,		ine Above Space For Rei	•	
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PRINT OR TYPE NAME(s) BELOW SIGNATURE(s) COOK I. the undersigned, a Notary Publish and for said County in the State afforesaid, DO HERBY CERTIFY that Elizabeth Jossell personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed, sealed and delivered the said instrument in her free and voluntary act for the rises and purposes therein set forth, including the release and waiver of the right of homestead. 12th ADDRESS DEFINER SESON W. Belmont Ave. CITY AND STATE Chicago, IL ZIP CODE 60634 Same as above (Name) PECORDER'S DEFICE BOX NO.	V. P.		12 12).	
State of Illinois, County of Cook It the undersigned, a Notary Publis in and for said County in the State aforesaid, DO HEREBY CERTIFY that Elizabeth Jossell Personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She, signed, sealed and delivered the said instrument as fer and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 12th State aforesaid, DO HEREBY CERTIFY that Elizabeth Jossell Fersonally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She, signed, sealed and delivered the said instrument as fer free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 12th March State aforesaid, DO HEREBY CERTIFY that Elizabeth Jossell State aforesaid, DO HEREBY CERTIFY that E		The state of the second		-(-)	(Seal)
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- THE FOLLOWING ARE THE CLAND VIS. CONDITIONS AND PROVISION OF TARTS TO ON PAGE I CHIE REVERSE SIDE OF THIS TRUST DEED AND WHICH FOR E PLET OF THE TRUST DEED WHICH IDEAN BEGINS:

 1. Mortgagors shall (1) keer said premises in good conomin and report which the (2) promptly repair, restore, or rebuild any middings 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 hen not expressly subordinated to the lien bereof, (4) pay when the any midebiedness which may be secured by a lien or charge on the premises superior to the hen hereof and upon request exhibit validation 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 bailding on the premises and the use thereof, (7) make no material alterations in said premises except as required by low or municipal ordinances with respect to the premises and the use thereof, (7) make no material alterations in said premises except as required by low 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 4 tastee or to bio his of the cotte 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 primities institute or datage by tire, lightning and windstorm under policies providing for payment by the institute companies of mone. Stifficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the holders of the note and constructed policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, each rights to be exidenced by the standard properties gage clause to be anached 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 of perform any act heterobefors we quired of Mortgagors in any form and manner deemed expedient, and may, but need not, make tail or partial payments of principal or independent prior encumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior her or take or take in the rest or redeem any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monees paid for any of the purposes herein authorized and all expenses paid or incurted in connection therewith, including reasonable attempts fees, and any other moneys advanced to the feel of the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each make it is also which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and stigly become immediates the payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the rate shall never be considered as a wayse, of any right accruing to them on account of any default hereinder on the part of Morteapors.
- 5. The Trustge or the holders of the note hereby secured making any payment hereby as thorized relative to taxes or assessments may do so according to any bill, datement or estimate produced from the appropriate public office without usquest into the accordacy of such milk, statement or estimate or into the velidity of any tax, assessment, sale, forfeitine, tax lien or title or claim thereof
- 6. Mortgagors shall pay each firm of indebtedness herein mentioned, both principal and interest, when did according to the territory of At the election of the holders of the principal note, and without totale to Mortgagors, all import in debtothess are not become a linear Dead fall, notwithstanding anything in the principal note or in this Trust Dead to the contrary become durant passable when default shall occur and optimized or interest or in case visits at shall occur and continue for three days in the performance of any other accoment of the Mortgagors.
- herein contained

 7. When the indebtedness hereby so and shall become due whether by the term of the note described on page one or by acceptance of the note or trustee shall have the right to forcelose the hen nervot and also sh. It have all other tribbs provided by the laws of Himos for the enforcement of a mertgage deet. In any suit to forcelose the hen hereof, there shall be allowed and included as additional and ebtedness in the decree for sale all expenditure is all expendences which may be paid or incurred by or or behalf of Trustee or holders of the interior attorneys' fees. Trustee's fees approach's fees, or have no documentary and expendence of prins in a gail social, the skip of the right for attorneys' fees. Trustee's fees approach's fees, or have no documentary and expendence of prins in a gail social, the skip of the right labels escarche and expendence with respect to differ a first alless earther and exist contained to be reasonably necessary either to prosecute such since to evid, use to bidders at any sale which may be expendence or the note more different to be reasonably necessary either to prosecute such since to evid, use to bidders at any sale which may be the holders of the note more different to the value of the prosecute such since to bidders at any sale which may be the prosecute to the note more shall be come so much additional indebtedness sociated bereby cold invitations of a species of the right of the right ments once shall be come so much additional indebtedness sociated bereby cold invitational problems to the note of the prosecute of the proposed for the proposed sociate and bankington proceedings, to which either of the sold may partly either in partly of the containing of the commencement of the appropriate and the right of decreased any forceding builder sold in the proposed sold and the note of a tental proceedings. The which either of the proposed sold and the solution of the decrease of dost the independence of the proposed sold and the solution of the proposed sold and t
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied it the following order of priority. Last, in account of all costs and expenses menter to the toreclosure proceedings, including all sactuations as a minimoral in the proceeding paragraph bereof second, all other items which under the terms hereof constitute secured indicating a addition to to that it deficed its the note hereby record, with interest thereon as herein provided, third, all principal and interest remaining regard for its absolute to Morigagors, their heris, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filme of a compliant to foreclose this lina (1) of (1) to out this), should compliant to filed may appear to receiver of said premises. Such appointment may be made either before or after allowable to those without evaluation for such receiver and without regard to the converse or shot their the same double for of Morteagors at the time of application for such receiver and without regard to the car of the promose or shot their the same double for occupied as a homestead or not and the Eustee hereunder may be appointed as such tree of Nich receiver shall have power to collect the rich issues and profits of said premises during the pendency of such foreconders and and the receiver shall have power to collect the rich issues and profits of said premises during the redemption or not, as well as if air gains it into comes when Morteagors except for the arrives may herefore the receiver, would be entitled to collect such rents issues and profits and altother powers who may be bases into or account in the cases for the protection, prossession, control, management and operation of the premises during the whole of words. The Court from time to time may authorize the receiver to apply the not income in his hands in payment in whole or in part of the arrive more allowable for security 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 Unist Deed or of any provision bereof shall be select to any defense which would not be good and available to the party interprising 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 access thereto shall be per mitted for that purpose
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises to rish the first even obligated to record this Trust Deed or to exercise any power herein given onless expressly obligated by the terms hereof, not to hardy or any acts of constrons hereunder, except in case of his own pross negligance or misconduct of that of the agents of employees of Trustee, and his may require indemnities satisfactory to him before exercising any power herein given
- 13. Trustee shall release this Trust Deed and the hen thereof by proper instrument upon presentation of existact by ey dence that all indebtedness secured by this Trust Deed has been fully paid, and I unite may execute and deliver a release become to and at the races the person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note representing that all of them, is hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a reliase is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears a certificate of alc ntheation parport by to be executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the principal note and which bears accepted the representation to the principal note described accriticate on any instrument identifying same as the principal note described herein be may accept as the principal note herein described any note which may be presented and which conforms in substance with the description become contained of the principal note herein described any note which may be presented and which conforms in substance with the description become 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 to which it is 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 their Recorder of Deeds of the country
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 herein given

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors, and objectsors claiming model or through Mortgagors, and the word "Mortgagors" when used berein shall include all such persons and all persons at any time hable 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.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEF, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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Trustee