UNOFFICIAL COPY , TRUST DEED (ILLINOIS) For Use With Note Form 1448

(Monthly Payments Including Interest)

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THIS INDENTURE, made	Avil	170 1092		
_	ired and	Helen Lewise	_	
Bundy his	1112			
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(NO AND STREET	LAKES	TO IT ISTATE N	・ 李6997 全	A ×-92-406215
herein referred to as. Mortgagor		UKEE AVLNUE		OUNTY RECORDER
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INO AND STREET		ILLINOIS 6004	1	
herem referred to as Trustee of the legal bolder of a principal p	and the second section of the	stallment Note - of even date	· I	e For Recorder's Use Only
herewith, executed by "to rigagor note Mortgagors provided") pay t	he principal sum of 1. The	As a constitution of Auto-	Just Windred .	BURNER OF THE STATE OF THE STAT
Dollars, and interest from 25 per annum, such principals am in	d interest to be payable in it	on the balance of principal restailments as follows	Manning from time to time unpaid	at the rate of 177.55 per cent
Dollars on the 1 da 4	J 1976	and 14 1. 20.		Dollarson
the day of each and e	ors month thereafter until	said note is fully paid, except	that the final payment of principal ount of the indebtedness evidence	Land interest of not sooner paid: 'd by said note to be applied first.
shall be due on the day to accrued and unpaid interest on t	the argand principal balance	and the remainder to princip	al, the portion of each of said-insta	liments constituting principal, to
the extent not paid shurtable to be made pasable at LAGO 1997	Sear in see a after the date t	CHICAGO, II	LINOIS per cent per annu	t such other place as the legal
holder of the note may, from time	to time, in writios appoint, w	at interest thereon, shall become	ome at once due and payable, at th	e place of payment aloresaid, in
case default shall occur in the paym and continue for three days in the expiration of said three days, with	nectormonce of use infler and	reement contained in this I ru	st Deed (in which event election n	ias be made al any time after the
profest		•		
han a management and according to the first I have I	erry I d Breas I was I three rue ffor record	and califies are equality and auto	erest in accordance with the terms, rements herein contained, by the N is acknowledged. Mortragors by	INTERACTORS IN NO DECISION DE LA AREL
also in consideration of the sum of WARRANT unto the Trustee, its	or his successors and assign	ns, the to lowing described R	eal Estate and all of their estate. OF AND	right, title and interest therein.
situate, lying and being in the	Charles Carl	COUNTY	OF LOS PERFORM AND	STATE OF ILLISOIS, IOWI
LOT 9 IN DAV	IS AND SON'S SUBDI	VISION OF LOTS 113	AND 114 IN THE SCHOOL	TRUSTEES" SUB
DIVISION OF	THE NORTH PART OF !	SECTION 16, TANSHI	P 39 WORTH, RANGE 13,	
THRID PRINCI	I'AL MEKIDIAN, IN C	OOK COUNTY, 17,61401	•	
•			×,	
which with the property beremall				92406215
Permanent Real Estate Index Nun	nber(s). 16 - 16 -	118 647		
Address(es) of Real Estate S	473 W	Carques	13Km Chin	14x / L=
LOCALINER with all improve	ments renements, casement	ts, and appurtenances thereto	belonging, and all roots, issues an	d profits thereof for so long and
during all such times as Mortgagors secondarily), and all lixtures, appar	ratus, equipment or articles r	now or hereafter therein or th	iereon used to supply heat, gas, wi	iter, ngnt, power, reirigeration
and air conditioning (whether sing awnings, storm doors and windows mortgaged premises whether physic	, floor coverings, mador bed ally attached thereto or not	ds, stoves and water heaters. and it is agreed that all buildu	All of the foregoing are declared nes and additions and all simila.	and agreed to be a part of the
articles nereatter placed in the pren	nises by Mortgagors or their	successors or assigns shall be	part of the mortgaged prem ses diassigns, lorever, for the purpos)
herein set forth, tree from all rights. Morteagors do hereby expressly reli	and benefits under and by vi	irtue of the Homestead Exem	puon Laws of the State of Illinois	which said rights and benefits
The name of a record owner is	Junyane Eyru	. X. 7		
herein by reference and hereby are	made a part hereof the sar	me as though they were here	set out in full and shall be bindi	a Treat () and) are incorporated ing on h on jugurs, their heirby
witness the hands and seals of	Mortgagors the day and year	rigst above written.		d'5/n
PLEASE Y 4	Chaco E	Brake Care	. L. 3	∆ Seati (\\
PRINT OR TYPE NAME(S)	21.		ACT SOUND TO MAN)
SIGNATURE S	13	nacida,	116 1 70 1	(Seal)
State of Illinois County of	clen Lawing	Dreety Jaka	Lither understand a Notary	Public in and for Said County
	ate aforesaid. DO HEREBY	Y CERTIFY that		
IMPRESS	b known to me to be the s	ame nerson 3 — whose no	me <u>DYS</u> subscribed	to the foregoing instrument
SEAL	*	•	h.e.y. signed, sealed and de	• •
استان می می می این این این این این این این این این ای	free and voluni	tary act, for the uses and pur	poses therein set forth, including	, .
 Given under my hand and offigia∫sea	206	day of	Jan Jijan	19
Commission expires $6/2\%$	19 95		- ful-	Notary Public
This instrument was prepared by	4 2 -			
in managed was prepared to	13 C.	NAME AND ADDRESS	LAKE	SIDE BANK
Mail this instrument to	13 · · · · C	NAME AND ADDRESS	LAKE	SIDE BANK
	13 con Ca	NAME AND ADDRESS	LAKE 1338 MIII (STATE) LIBERTYVII	SIDE BANK Waukee Avenue Ie, telin ose coordu48

THE FOLLOWING ARE THE GOVERNMENT CONDITIONS AND PROMISED TO DN-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 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 eithbit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any 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. (2) 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. Mortgigots 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 present 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.
- 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 Mortgagots 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 redects 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 incutred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to fotect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein patho ized 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 nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accounts to them on account of any default hereunder on the part of Mortgagots.
- 5. The Trustee or 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 yalid's of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- 6. Mortgagors shall pay each it most indebtedness herein mentioned, both principal and interest, when due according to the terms herein 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.
- ". When the indebtedness hereby secured stall 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, 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorness' fees. Trustee's fees, appraiser's fees, outlay, for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after they of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dat) 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 evide to bidders at any sale which may be had pursuant to such decree the true condition of 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 immediated fue and payable, with interest thereon at the rate of nine per term per annum, when paid of incurred his Trustee or holders of the note in connection with a lany action, suit or proceeding, including but not limited to probate and bank; aptex proceedings, to which either of them shall be a pany, either as plaintiff, of maint or defendant, his reason of this Trust Deed of any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the feedow in hereof after accrual of such right to foreclose 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 win terms as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness acquired to that evidenced by the note hereby secured, with interest thereon as herein provided, furit, all principal and interest remaining unprided courth, 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 fied may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency of Mortgagors at the time of application for such receiver and without regard to the then vilue 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 tents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statution 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 sai, said of 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 indebtodiess secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sup ritor 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 vess thereto shall be permitted for that purpose.
- 12 Frustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be colligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for an licts 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 equite indemnities expanished to him before exercising any power herein given.
 - 11 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 ans 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 hereinder 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 us 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 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

heen 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 note, or this Trust Deed.

IMPORTANT

identified herewith under Identification No

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 Note mentioned in the within Trust Deed has been