UNOFFICIAL COPY TRUST DEED (ILLINO'S) FOR USE With Hute Form 1448 INTO PROPERTY INTO THE PROPERTY INTO

(Monthly Payments Including Interest)

Burney Carlotte

CONTESENDOS # ROGE OF THE

CAUTION Compute a device before using or exting under the form. Impotent the bubblether not the series of this com- mission will represent the property of the computer of the property of the property of the past of the property of the pro	
THIS INDENTERE, made	
PRINCER MATTIE LEE SHEARS AND	
CASCILLA BEXUN	DEPT-01 RECORDING \$23.50
7037 J. STAWALT CITICAGO ELLAVOIS	COOK COUNTY RECORDER
hereon reterred to A. Monpaper." LAKESIDE BANK	•
1338 MILWAUKEE AVENUE	000M8290
NO AND STREET LIBERTY VIEWE ILLINO 18 ATE 50048 herein referred to as Frustee. Witnesseth That Whereas Miritageors are justin indefined.	920 10220
netern reterred to as Trustee. Witnesseth That Whereas Miritagors are justly indefeed to the legal holder of a principal promision note termed "Installment Note. of even date personal netering the principal sum of the parameters of principal remaining from per annum, such grincipal survival appears up be payable in installments as follows. Use the process of the principal survival appears to be payable in installments as follows.	The Above Space For Recorder's Use Only
Dollars, and interest from Aways 36,178 con the balance of principal remaining from	time to time unpaid at the fate of 17 per cent
Dollars on the 2 day of each and each worth thereafter until said note is fully paid except that the final j	payment of principal and interest, if not sooner paid.
shall be due on the 300 day of 300 Manual 1935, all such payments on account of the pro-	idebtedness exidenced by said note to be applied first or feach of said installments constituting principal, to
the extent not paid when due, to hear into extract the date for payment thereof, at the rate of	or at such other place as the legal ion of the legal holder thereof and without notice, the us and passable, at the place of pasiment atoresaid, in with the terms thereof or in case default shall occur hich event election may be made at any time after the
exp. Son of said three days, without notice), and that all jaries's thereto severally waive presentment for profess. NOW THEREFORE, to secure the payment of the said of chipals aim of money and interest in accord above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein also in consideration of the sum of One Dollar in hand paid, the ceeps whereof is hereby acknowledge WARRANT unto the Trustee, its or his successors and assigns, the full wing described Real Estate an instructed living and being in the CITY OF COUNTY OF COUN	a sil of their estate. Highlightic wind threfest they will
The South half of Lot 17 in Block 4 in Eggleston's id division being a Subdivision of the south half of the East quarter (except the North half of the North half half of said North East quarter) of Section 28, Towns Range 14, East of the Third Principal Merician (大文文)	ucond Sub- E North f of the North Bhip 38 North
which, with the property nerginalter described, is referred to herein as the "premises,"	
Permanent Rev Estate Index Numberts): 28-28-010	
	1015 60621
TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, are during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged proceondarily) and all fixtures, apparatus, equipment or articles now or heterather therein or thereon used to and air conditioning, whether single units or centrally controlled), and ventilation, including (whithout reawning), storm devits and windows, floor coverings, inador beds, stoves and water heaters. All of the formottgaged cremises whether physically attached thereto or not, and it is agreed that all buildings and additionable researcher placed in the premises by Mortgagors or their successors or assigns shall be part of the middle and the research that all rights and benefits under and by surine of the Homestead Exemption Laws of Mortgagors for herein set forth, tree from all rights and benefits under and by surine of the Homestead Exemption Laws of Mortgagors do hereby expressis release and ways. The name of a record maner is	riman), and in a parity with said real existe and not obsupply heat—eas, water, light, power, refrigeration is stricting the coragional, screens, window shapes, regoing are discianted and agreed to be a part of the one and all similar or other apparatus, equipment or organged premises are considered from the purpose. The disposition of the purpose.
The name of a record owner is This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 it herein by reference and hereby are made a part hereof the same as though they were here set out in ful increasors and assigns.	he reverse side of this Trust De Ware incorporated II and shall be binding on Mcrist gors, their beirs.
Witness the flunds and seats of Morreagory the day and year first above written	in the Brown
PLEASE MAHIE LEE Shedes (Scali)	aller Beauty 180011
TYPE NAME 5. BELOW	
IONATURE:S (Scale	15call
	ndersigned, a Notary Public in and for said County
OFFICIAL SEALStile Porcend DO HEREBY CERTIFY that AWTIE LEE	E SMAN AND
NEO TO FUN OVICH ASCILLA 15.70000 PROSESTION OF THE Premonths hipona to me to be the same person E whose name S A PROSESTION OF THE Appellic The fore me this day in person, and acknowledged that I have u	
right of homestead free and voluntary act, for the uses and purposes therein	set topts including the release and waives of the
in an under my hand and otheral seal, this will 93	10/2
Commission Services Commission Co	KESIDE BANK
full the discussed to	MANAGE THANKIS WANTE
STATE	ZIP CODE:
OR RECORDER'S OFFICE BOX SO	93 R 89.1091,03

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE NEVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS.

- I 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 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, lighting 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 special 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
- In case of defadls the first Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in her to instead 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 coursed in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to rother the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized 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 accruing to from on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the helds to of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statem into restimate 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 term 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.
- When the indebtedness hereby secured the lip 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 debt. In a y s, it to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and e pens is which may be paid or incurred by or on behalf of Trustee or holders of the note for altorneys' fees. Trustee's fees, appraiser's fees, outlays, for documentary and expert evidence, stemographe is' charges, publication costs and costs (which may be estimated as to items to be expended after intrivite decree) of procuring all such abstructs of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dotated and salvances with respect to title as Trus ee's free or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evicence to bidders at any sale which may be hid pursuant to such decree the true condition of the title to or the value of the premises. In addition, all conditions and expenses of the nature in this paragraph mentioned shall be come much additional indebtedness secured hereby and immediately one and payable, with interest thereon at use rate of inneper cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) in year on, suit or proceeding, including but not limited to probate and bankingtor proceedings, to which either of them shall be a party, either as plaintiff, cla nant or defendant by reason of this Trust Deed or any indebtedness nervos commenced, or to preparations for the commencement of any suit for the fore fossive hereof after accrual of such right to foreclose whether or not accusing 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 such it my as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness add it had to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid, fourth, 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 is which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rotice, 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. Sunterceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a lab and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times which Mortragors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be decessary or are 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 if deburdness secured hereby, or by any decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deliciency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any sefense which would not be good and available to the party interposing same in an action at law upon the note hereby secure.).
- 1) Trustee or the holders of the note shall have the right to inspect the premises at all reaso sable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premise; nor shall Trustee by obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereif, nor be liable for any action of omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truster, 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 majurity 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, 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, shall be first Successor in Trust and in the event of hiz 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	The instantian Pole mentioned in the within Trust Deed has been
OULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE	The state of the s
RUST DEED IS FILED FOR RECORD.	