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For Use With Note Form 1448 (Monthly Payments including Interest)

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| Jose 1   | D Lopez Sr and Arcabic C   | pre la mor   |  |  |  |  |
| 3528   | NO AND STREET A A IN THE CICITY'S  | BANK   | . DOPT-01 RECORDING  | \$23.50  |  |  |
| herein retem   | ried to as Mortgagors and A. N. E. S. F. D. C  | AUTHUE   | 112222 TRAN 5072 05/27<br>49941 1 第一学記示器   |  |  |  |
|  | ·  |  | COOL COUNTY RECORDER   |  |  |  |
|  | LIBERTYVILLE, ILLEN  | STATE  |  |  |  |  |
| herein referr  | ried to as Trustee, witnesseth That Whereas Mortgagors a   | re justly indebted   | The Above Space For Recorder's Use   | : Onis   |  |  |
| the data of the sex  | Inoider of a principal promissory note, termed. Installment So<br>executed by M. (tgagors, made payable to Beater and delivered<br>tagors promine to pay the principal sum of  | t in and by which.   |  |  |  |  |
| note Mortga  | gagors prome extension the principal sum of the control of the con   | o in L.E.A.C. ==:<br>nor at principal remaining  | from time to time unpaid at the rate of 1/2:   | Der cent   |  |  |
| per annum, s   | note Mortgagers promine to pay the principal sum of  |  |  |  |  |  |
| Dollarson th   | the 12+2 da of Tww 1948, and \$  | ( 2,0 d.5"   |  | Dollarson  |  |  |
| ine 🚛  | day of sach an levely month meterner min said one is   | ranta granta, e ecepta titur site  | final payment of principal and inferest, d not:<br>the indebtedness evidenced by said note to be   | and the process.   |  |  |
| <ul> <li>It is a common an</li> </ul>  | and upon administraction the map administral bulance and the ten   | namider to principal, the p  | ortion of each of said installments constituting   | principal to   |  |  |
| the extent n   | not paid when due to bear interest after the date for payment the at LAKECIDE BANG. 55. E. MANGEL. 2   | thereof at the rate of   | 17. Coper cent per annum, and all such pay   |  |  |  |
| hadder of the  | se note may from time to time 🔧 writing appoint, which note f  | urther provides that at the  | election of the legal holder thereof and withou  | it notice, the   |  |  |
| A see dot miles  | am remaining unpaid thereon, rogethe, with accrued interest the shall occur in the payment, when due, of its installment of pri  | nomal or interest in accor   | lance with the terms thereof or in case defaul   | t shall occur  |  |  |
| I and continue   | be for three days in the performance of any other agreement corols and three days, without noticer, and that all pathes thereto  | ntained in this Trust Deed   | im which event election may be made at any ti  | me after the   |  |  |
| protest  | THE REFORE, to secure the payment of the void principal sum  |  |  |  |  |  |
| Labore ments   | manufactor and at this first Direct, and the performance of the c  | covenants and agreement  | herein contained, by the Mortgagors to be per  | formed, and  |  |  |
| WARRANT  | sideration of the sum of One Dollar in hand paid. It a receipt<br>If unto the Trustee, its or his successors and assigns, the tollo  | wing described Real 1-st   | ite and all of their estate, right, title and inte-  | rest therein.  |  |  |
| situate, lying   | ng and being in the  | COUNTY OF A  | AND STATE OF ILLIS   | OfS, to wit  |  |  |
|  | ,  |  |  |  |  |  |
| 2  | Legal Description: Lot 1 in Block 1 in Subdivision of it   | Block 45 lexcept the S   | 266 feet of the W 218 feet thereof) in   |  |  |  |
| 3  | Subdivision of Section 19, Township 40 North, Rangi<br>NE 1/4 and the SE 1/4 of the NW 1/4 and the E 1/2 of  | <ul> <li>14 Exit of the Third !</li> </ul>   | rincipal Meridian, (except the SW 1/4 of t   | he   |  |  |
| 5  | NE 1/4 and the SE 1/4 of the NVV 1/4 and the E 1/2 t   | 31 (116 St. 175 (116 60 1) II  | Cook County, Inniers,  |  |  |  |
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| 3  |  |  |  |  |  |  |
| 🚆 which, wah i   | h the property hereinalter described, is referred to herein as th  | e premises   | 92365206   | ( )  |  |  |
| Which, with t<br>Permanent f   | h the property hereinalter described, is referred to herein as the Real Estate Index Number(s). $(4 + 1) = 3.3$  | e premises<br>24 - C 54  | 92365208   | 1)   |  |  |
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## THE FOLLOWING ARE THE COVENANTS CONTESTIONS AND FROMSION PEFERED TO DN-PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE SEGINAL

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any huildings 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 es 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.
- 1 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 henebit 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 Morgagors 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 rotect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein, with interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note 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 account, to them on account of any detault hereunder on the part of Mortgagors.
- The Trustee or the helders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the find ty of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof
- n Mortgagors shall pay each sem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the remaining mote, 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, half occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- T. 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 buy, 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 delet. 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, outlie's for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar delta and assurances with respect to title as Trustee or holders of the note may deem to he reasonably necessary either to prosecute such suit or to a forne to bidders at any vale which may be had pursuant to such decree the true condition of the little to or the value of the premises. In addition, all spenditures and expenses of the nature in this paragraph mentioned shall become on much additional indebtedness secured hereby and immediate side and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with a ray action, suit or proceeding, including but not limited to probate and hankruptey proceedings, to which either of them shall be a party, either as plain lift, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby sommenced, or (b) preparations for the commencement of any suit for the recto after accural of such right to foreclose whether or not actually commenced.
- He 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 stems as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness a additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpide fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time affer the filling of a complaint to foreclose this Trust Deed, the foort in which such complaint is filed may appoint a receiver of said premises. Such appointment may be inade either before or after sale, without notice, without regard to the solvency of insolvency of Morigagors at the time of application for such receiver and without regard to the then vitie 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 a vie and a deficiency, during the full statutory period for redemption, whether there be redemption or not, is well as during any further times wher Mortgagors, except for the intervention 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 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 infebtedness 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 and reficiency.
- 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.
- If Trustee or the holders of the note shall have the right to inspect the premises at all reasonable 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 premises, nor shall Frustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for inclicits or omissions hereinder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, 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 requested 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 rejease 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 as the genuine 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 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 hercunder, 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.

| PORTANT | The Installment Note mentioned in the within Trust Deed has be | ec |
|---------|--|----|
|         |  |    |

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