INDEFICIAL COPY For Use With Note Form 1448 (Monthly Payments Including Interest) 93287159

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PRIRECORDER SOFFICE BOXNO WILLIAM NO. 10: STATE 38 MILLVAUNCE AV MULTO: 11BERTYVILLE ILLINOIS 60048	PLEASE DRINT OF THE NAME: SI DELLOW SIGNATURE: S. (Seal) NAME AND ALLOW SIGNATURE: S. (Seal) NAME	(Seal) L. the undersigned, a Notary Public in and for said County L. the undersigned to the foregoing instrument. The subscribed to the foregoing instrument as a purposes therein set forth, including the release and waiver of the foregoing instrument. The subscribed to the foregoing instrument as a purposes therein set forth, including the release and waiver of the foregoing instrument as a purpose therein set forth.
PRIRECORDER SOFFICE BOX NO WINE TO: THE PRINTY VILLE ILLINOIS 60048	PLEASE DRINT OF THE NAME: SI DELLOW SIGNATURE: S. (Seal) NAME AND ALLOW SIGNATURE: S. (Seal) NAME	(Seal) L. the undersigned, a Notary Public in and for said County L. the undersigned to the foregoing instrument. The subscribed to the foregoing instrument as a purposes therein set forth, including the release and waiver of the foregoing instrument. The subscribed to the foregoing instrument as a purposes therein set forth, including the release and waiver of the foregoing instrument as a purpose therein set forth.
1 IBERTYVILLE ILLINOIS 60048	PLEASE DRINT OR TYPE NAME.SI DELLOW SIGNATURE:S: (Seal) NAME AND Allow SIGNATURE:S: (Seal) NAME AND ADDRESS: (Seal) PRESS BARRY M COHEN SEAL Otdary Public, S tateorabilihologow to me to be the same person whose intellecommission facilities happhologo before this day in person, and acknowledged it will be a same person of the uses and division under my hand and official seal; this systematic was prepared by the instrument in the instrume	(Seal) (Seal)
the state of the	PLEASE PRINT OF THE NAME. SI SELOW SIGNATURE: S. (Seal) NOUN Illimon. Count of County	(Seal)

THE FOLLOWING ARE THE COVENANTS: CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE REFERRE SIDE OF THIS FRUST 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 tiens in favor of the United States or other items or claims for item not expressly subordinated to the lien hereof, (4) may 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. (3) complete within a reasonable time any building or holders 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.
- 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 mongage 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.
- 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 Morigagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interes, 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 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 project the morigaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized hereby and shall become immediately due and payable without notice and in 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 them on account of any detailt hereunder on the part of Morigagors.
- 5. The Trustee or the foliers 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 sitto the variation of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6 Mortgagors shall pay each ite n 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 rote 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 herein contained.
- 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 avide 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 any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenditures are paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlay for cocumentary and expert evidence, stenographers' charges, publication rosis and costs twhich may be estimated as to items to be expended a fer entry of the decree of procuring all such abstracts of title, title searche; and examinations, guarantee policies. Torrens certificates, and similar lata 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 exidence 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 excenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately was and payable, with interest thereon at the rate of rine per cent per annum, when paid ur incurred by Trustee or holders of the note in connection with the any action, but or proceeding, including but not limited to probate and bankruptee privacedings, to which either of them shall be a party eliner as plaintif, claiment or defendant by reason of this Trust Deed or any indebtedness hereby elemented, or the preparations for the commencement of any suit for the for closs re hereof after accrual of such night to forecome whether or not actually commenced.
- 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 items as are mentioned in the preceding paragraph hereof, second all other items which under the terms hereof constitute secured indebtedness solutional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpaid, fruth, any overplus to Mortgagors, their heirs, legal rupresentatives 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 filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without rouse, without regard to the solvency or insolvency of Morigagors 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. 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 said a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times 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 such arriod. The Coun from time to time may suthorize the receiver to apply the net income in hit hands in payment in whole or in part of. (1) The noestedness secured hereofy, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other sien which may be or become surrorior to the fien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the definiency in case of a sale and reference.
- 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.
- II Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and recess 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 Truste. The bligated to record this Trust. Deed or in exercise any power hercin given unless expressly obligated by the terms hereof, nor be liable for any rots 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 not use indemnities satisfactory to him before exercising any power herein given.
- 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 nerson 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 tree without inquiry. Where a release it requested of a successor trustee, such successor trustee may accept as the genture 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 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 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
- It. 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.

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IMPORTANT	The Installment Note mentioned in the within Trust Deed has been
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	identified herewith under Identification No.
RUST DEED IS FILED FOR RECORD	Trustee