UNOFFICIAL COPY THUST DEED (ELIMOIS) For Use With Note Form 1448

Per 22

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THIS INDENTERE MADE March 19 1093.	
review Fred L Bobs a Harriett F Babo, his wife	
SUBS Mary land Ave Chicago Mary land AKESODE BETATENT	DEPT-01 RECORDING \$23,50 - T\$6666 TRAN 1112 04/19/93 13:17:00
1338 MILVAUKEE AVENUE LIBERTYVILLE, ILLINOIS 60048	. \$0973 \$ *93-287161 . COOK COUNTY RECORDER
nerein referred to as "Trustee" witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promisson note, termed "Installment Note." of even date	The Above Space For Recorder's Use Only
nerewith executed by Mortgagors, made payable to Bearer and delivered, in and by which nitle Mortgagors promise to pay the principal sum of	5,000
Dollars, and interest tro- # pril to, 1943 on the balance of principal remain	ning from time to time unpaid at the rate of 14.0 per cent
per unnum, such principal sum and interest to be pavable in installments as follows: Divilurs on the 6 d of May 19.33 and 116.34	Dollars on
the day of mich are every month thereafter until said note is fully paid, except that	the final payment of principal and interest, it not tooner paid.
	tof the indebtedness evidenced by said note to be applied tirst the portion of each of said installments constituting principal, to football per centiper annum, and all such payments being
holder of the note may, from time to time, if is raing appoint, which note further provides that at principal sum remaining unpaid thereon, together with accrued interest thereon, shall become a case detautishall occur in the payment, when due, or invinstalliment of principal or interest in account continue for three days in the performance of any or her agreement contained in this Trust Decipitation of said three days, without notice), and that all parties thereto severally waive present	the election of the legal holder thereof and without notice. The at once due and payable, at the place of payment aforesaid, in cordance with the terms thereof or in case default shall occur eed (in which event election may be made at any time after the
Protest OW THE REFORE to secure the payment of the aid principal sum of money and interest above mentioned note and of this Trust Deed, and the periminance of the covenants and agreeme also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack warrants unto the Trustee also or his successors and assume the following described Real E situate, hing and being in the COUNTY OF	in accordance with the terms, provisions and limitations of the ents herein contained, by the Mortgagors to be performed, and knowledged. Mortgagors by these presents CON EY AND Estate and all of their estate, right, title and interest therein.
HE RESTRICT THE STATE OF THE SMALLES TO AN ACTION OF THE METER TO ACTION OF THE SOUTH SOUTH OF SECTION 35, TOWN. THE SOUTH ACTION OF THE SHEET OF T	H 60 ACRES OF THE WEST ISHIP 38 NORTH, RANGE
40.	93287161
which, with the property hereinafter described, is referred to herein as the "premises,"	93187161
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3- 30 300	93187161
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THE FOLLOWING ARE THE COVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON-PAGE 1 (THE MEVERSE SIDE OF THIS FRUST DEED WHICH THERE SEGING.

- 1 Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, resture, 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 iten not expressly subordinated to the lien hereof. (4) gay when our judebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit lausfactory 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.
- I 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 Trissee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mostgagors shall pay in full under protest, in the manner provided by statute any (as 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 policies, 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 Mortgagors 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 moneya paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneya advanced by Trustee or the holders of the note to not ext the moneyaged premises and the first hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured beteby and shall become immediately due and payable without notice and in interest thereon at the rate of nine per cent per annum fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any detault hereunder on the part of Mortgagors.
- 4. 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 validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each (ich) of indebtedness herein mentioned, both principal and inserest, when due according to the terms hereof it 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 thril occur and continue for three days in the performance of any other agreement of the Mortgagors term contained.
- When the indebtedness hereby secured intell 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 it's right to foreclose the lien hereof and also shall have all other rights provided by the laws of litinois for the enforcement of a mortgage deos, 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 excluses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys (ees, Trustee's fees, appraiser's fees, outlays, or d'elementary and experi evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a ter entry of the decree; of procuring all such abstracts of title, title searches and examinations, may are policies. Torrens certificates, and similar disa and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such soit or to evivence 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, fix expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediate for a and payable, with interest thereon at the rate of nine per cent per annum, when price confuses to the note in connection with its aims action, suit or proceeding, including but not immediate or any indebtedness secured or (ii) preparations for the commencement of any suit for the forence, hereof after accrual of such right to foreclose whether or not actually commenced. Or (ii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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 ill costs and expenses incident to the foreclosure proceedings, including all such mems as are mentioned in the preceding paragraph hereof, second all other items which under the terms hereof constitute secured indebtedness a detional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unpuid: lourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- Version or all any time after the filing of a complaint to foreclose this Trust Deed, for Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, kninous notice, 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 forestlosure sus, and, in case of a sale and a deficiency during the full statutors period for redemption, whether there be redemption or not, as well as during any further times set in Morigagors, 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 sair 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 pair of: (1) The indebtedness 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 de niency
- 10. No action for the enforcement of the iten of this Trust Deed or of any provision hereof shall be succeed 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 areas 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 Trustee or obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts 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 require 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 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 hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee hereby secured has been paid, 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 cartificate 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 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 incremeds.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or this ugh htortgagors, 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 mishiment wore mentioned in the within that Deed has been
FOR THE PROTECTION OF BOTH THE BORROWER AND .ENDER. THE NOTE SECURED BY THIS TRUST DEED	identified herewith under Identification No.
HOULD BE IDENTIFIED BY THE TRUSTEE. BEFORE THE	
RUST DEED IS FILED FOR RECORD	To solve