NOFFICIAL COPY In fice Form 1448 Interest Including Interest)

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erein reterred to as "Tr sthe legal holder of a pr	rustee," witnesseth. The	at Whereas Mortgagors are ju e. rermed "Installment Note."	istly indebted of even date	The Above Space For Recorder's Use Only
erewith executed by M		le to Bearer and delinered. in		5,500
oilars, and inserest?. 🕶	- Apin 15	93 on the balance		ining from time to time unpaid at the rate of 140 per case
	al rum and chierest to be	e payable in installments as fol	Hows134 +.96	Doug &
		ereafter until says note is fully	paid, except that	the final payment of principal and interest if not rooner paid
all be due on the	S (av.) 1 A p.	vrinal kalance and the temains	SPEED DESCRIPTION OF	it of the indebtedness evidenced by said note to be applied first. he portion of each of said installments constituting principal, 160
e extent not navi when	due, to bear incress a	tter the date for payment the	reof. at the rate of	of 14 oer cent per annum, and all such payments bein 1
TAPE 03/30/4 31	V T' O T - ' 1 - ' - ' - ' - ' - ' - '			or at such other place is the legit
incipal sum remaining :	unpaid thereon in jeth	er with accrued interest thereo	on, shall become	t the election of the legal holder thereof and without notice, the lat once due and pavable, at the place of pavment aforesaid, in
id continue for three day	vs in the performance of	(an) ofter agreement contain	ed in this Trust D	cordance with the terms thereof or in case default shail occur leed iin which event election may be made at any time after the
piration of faid three d ofest	iavs, without notice), ar	id in call parties thereto seve	rally waive prese	intment for payment, notice of dishonor, protest and notice of
NOW THEREFOR	E to secure the payment of this Trust Deed, and	it of the raid principal sum of m date performance of the const	ionev and interes	t in accordance with the terms, provisions and limitations of the ents herein contained, by the Mortgagors to be performed, and
io in consideration of t	he sum of One Dollar	in hand paid out receipt whe	reof is hereby ac	knowledged, Mortgagors by these presents CONVEY AND Estate and all of their estate, right, title and interest therein.
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nch, with the property	hereinafter described, i	s referred to herein as the "pr	emises.	93316661
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THE FOLLIWING ARE THE SOVENANTS CONDITIONS AND PROVISIONS REFERENCE TO ON-PAGE 1 (THE NEVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS.

- 1 Mortgagers shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or rebuild any buildings or impr-avements now or hereafter on the premises which may become damaged or be destroyed: (3) keep said premises free from mechanics 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 desthereof. (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to (i) winting 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 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.
- 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 hen or other prior lies or tutle 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 consection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the fren hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as included 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 suser of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or 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 thin 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 role 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 ability 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 right to foreclose the lene hereof and also shall have all other rights provided by the laws of litinois for the enforcement of a mortgage odd an any suit to foreclose the lene 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 alterness' fees. Trustee's fees, appraiser's fees, outlay for focumentary and expert evidence, stenographers' charges, publication costs and costs in which may be estimated as to items to be expended fifer entry of the decree for procuring all such abstracts of title, title searchest and examinations, guarantee policies. Torrens certificates, and similar fats and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sain to the evidence 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 similar of any approach, including but not immited to probate and bankrupics proceedings, to which either of them shall be a party, either as planted is claimant or defendant by reason of this Trust Deed or any indebtedness hereby secured or by preparations for the defense of any shift form after hereof after accrual of such right to foreclose whether or not accuming commenced. Or to preparations for the defense of any threatened suit or proceeding, after the premises or the security hereof, whether or not accumils commenced.
- No 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 precading paragraph hereof, second all other items which under the terms hereof constitute secured indebted by additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining using additional to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- Q. L'pon or at any time after the filing of a comptaint to foreclose this Trust Deed, the Court in which such comptaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, willout notice, without regard to the solveney or insolveney 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. 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 sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times about Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which have be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of all 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 indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become sale and definiency.
- 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.
- !! 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 Trustee or obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor 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 include indemnities qualitation 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 devision who shall either before or after majurity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness needs are not secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor virustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be excuted 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.

 The provided and 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 been 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 Installment Note mentioned in the within Trust Deed has been
OR THE PROTECTION OF BOTH THE BORROWER AND ENDER. THE NOTE SECURED BY THIS TRUST DEED	
HOULD BE IDENTIFIED BY THE TRUSTEE. BEFORE THE FRUST DEED IS FILED FOR RECORD.	Trustae