## UNOFFICIAL COPY TRUST DEED (BLANCHS) OF Use With Note Form 1448 by Payments including interest)

THIS INDENTURE made	18 1 -	<u> </u>	<b>*</b> • • • •
THE THE TIME THE	Warch	<u>\$6</u> 19.9 <u>\$</u>	93316663
herween Freddie C	Cotton, a Dache	loc	
2013 W 7 37	St Chicago	-	. DEPT-01 RECORDING . T#2222 TRAN 9724 D4/29/93 14:
herein reterred to as "Mortgagors."	AKESIDE	BANK	- 、 48650 ) ×-93~3166。
	1338 ME VANDKEE A		. COOK COUNTY RECORDER
_ 14	BERTYVILLE JELING	S. 6348	
AD AND STREET!	(CITY)	STATE!	The Above Space For Recorder's Lise Only
in the legal holder of a principal promise herewith, executed by Mortgagors, mad	ory note, termed "Installment Note	of even date	900
Divilars, and interest from A.A.	\ 10.00	of nancinal community	rom time to time unpaid at the rate of
per annum, such principal sum and inter	est to be payable in installments as fo	ollows	
0	1993 and	37.28	Dollars o
shall be due on the 12 day of			inal payment of principal and interest, if not rooner pai is indebtedness evidenced by said note to be applied fir
to accrued and unpaid interest on the upp	one principal balance and the remain	ider to principal, the pol	tion of each of said installments constituting principal.
ine extent not paid when due, to bear of the made payable and the payable and	ter in after the date for payment the	GO. ILLINOIS	per cent per annum, and all such payments beil
<ul> <li>holder of the note may. From time to time</li> </ul>	tor anting appoint, which note furth	ier provides that at the e	lection of the legal holder thereof and without notice, if the due and payable, at the place of payment aforesaid.
case detault shall occur in the payment, w	hen due of lovenstallment of princip	ral or interest in accorda	nice with the terms thereof or in case default shall occi in which event election may be made at any time after the
expiration of said three days, without no	tice), and that all northes thereto ser	erally waive presentme	nt for payment, notice of dishonor, protest and notice
NOW THEREFORE to secure the	payment of the said principal sum of	noney and interest in act	cordance with the terms, provisions and limitations of the effect of the contained, by the Morigagors to be performed, an
also in consideration of the sum of One	Dollar in hand paid (th/ receipt wh	ereof is hereby acknow	erein contained, by the Morgagors to be performed, an ledged. Mortgagors by these presents CONVEY ANI e and all of their estate, right, title and interest thereis
vituate lying and being in the	met Chicans	COUNTY OF	AND STATE OF ILLINOIS, to wi
	1079444072848		
	LOTS 6 AND 7 IN BLOCK OF 50 ACRES IN THE EA	ST 1/2 OF THE NOF	THMEST 1/4
	OF SECTION 30, TOWNS	HY 38 NORTH, RAN	GE 14, EAST
	OF THE THIRD PRINCIPA HALINOIS.	LNEPOWN, IN COO	KCOUNTY. 9.752
		AV-	Kœuny. 953 <u>35</u> €
which with the property hereinafter desc	cribed, is referred to herein as the "n	(emises	933166
• •	<b>3</b> > 3 > 3 > 3	107 - 601	,
Permaneni Real Estate Index Humberts.			
Permanent Real Estate Index Number(s.	·	C+ (	Vicasa IL
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## THE FOLLOWING ARE THE COVENAMINE CONDITIONS AND PROVISIONS REPEARED TO ON-PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE REGINS.

- I Mortgagors shall (1) keep said premises in good condition and repair, without wasta: (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 items or claims for item not expressly subordinated to the lien hereof; 14) 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 conspitued to in writing by the Trustee or holders of the note.

  \*\*Adortgagor's that! 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.
- 4. In case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act bereinbefore 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 moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable altorneys fees, and any other moneys advanced by Trustee or the holders of the note to moreer the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein as tho tized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, and this 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 default hereunder on the pair of Mortgagors.
- 5. The Trustee or the noisers 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 or sino the verificity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item 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 cote 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 stall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- When the indebtedness hereby securer, stall 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 "se right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and espenses 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, outlay for locumentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended, feer entry of the decree I of procuring all such abstracts of title, little searches and examinations, guarantee policies. Torrens certificates, and similar sati and assurances with respect to little as Trustee or holders of the note may deem to be erasonably necessary either to prosecute such suit or to established the reasonably necessary either to prosecute such suit or to established the subject of title and the processary either to prosecute such suit or to established the subject of the nature in this paragraph mentioned shall be reasonably necessary either to prosecute such suit or to established the subject of title and the subject of the premises. In addition all expenditures and expenses of the nature in this paragraph mentioned shall be reasonably included to a subject of the security of the note in connection with such as a suit or proceedings, including but not limited to probate and bankripted proceedings, to which either of them shall be a party, either as plaint it, claimant or defendant by reason of this Trust Deed or any indebtedness hereby and the commenced of the preparations for the commencement of any suit for the for clos are hereof after accrual of such right to foreclose whether or not actually commenced of the preparations for the commencement of any suit for the for clos are hereof after accrual of the preparations for the commencement of any suit for the foreclos are hereof
- 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 items as are mentioned in the preceding paragraph hereof, second all other items which under the terms hereof constitute secured indebteditions additional to that evidenced by the note hereby secured, with interest thereon as herein provided, third, all principal and interest remaining unusual, fourth, any overplus to Mortgagors, their heirs, legal representations. sentatives 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 route, without regard to the solvency or insolvency of Morigagors at the time of application for such receiver and without regard to the then view 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 vicin 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 said reriod. 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 indicatedness 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 deficiency.
- 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 records 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 in 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 necessitive, except in case of his own gross negligance or misconduct or that of the agents or employees of Trustee, and he may any line 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 indehedness 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, and a successor trustee may accept as the genuine none 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 destignated 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.

Thall 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 which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and cultivity 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 FOR THE PROTECTION OF BOTH THE BORROWER AND ENDER. THE NOTE SECURED BY THIS TRUST DEED HOULD BE IDENTIFIED BY THE TRUSTEE. BEFORE THE RUST DEED IS FILED FOR RECORD	The Installment Note mentioned in the within Trust Deed has been
	identified herewith under Identification No.
	Trustee