1771

SA PATERIA 1878287 COVENAIVES, CONDITIONS AND PROVISIONS CONTINUED IN DIM P. GEV. OF THIS TRUST DE ID:

5. The Trease or Beneficiary hereby secured in the set of paymer in reby a Universe of the secure o

6 Grannors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without noises to Grannors, all unpaid indebtedness accured by this Trust Deed shall, notwithstanding sevising its the Contract or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in rehalling payarient of any installment on the Contract, or (b) when default shall occur and contains for the performance of any other agreement of the Grannors herein contained. Or (c) immediately if all or part of the premises are sold or transformed by the Grannors without thesefaciery's prior written consent.

7. When the includes hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, these shall be allowed and included as additional indebtedness in the decree for sole all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attention; a lines, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, steengraphers' charges, publication costs and costs (which may be extensed as to items to be expended after earry of the decree) of prostring all such abstracts of title, title searchess and examination, guarantee profices. To riverse certificates, and similar data and saturances with respect to title as Trustee or Beneficiary and you have a such as the annex of the satures of the satures of the contract that the contract this Trust December of them shall be a party, either as placentif, alternation of the trust that party proceedings, to which have of them shall be a party, either as placentif, alternation of detraines, by research for them shall be a party, either as placentif, alternation of detraines, by research for them shall be a party, either as placentif, alternation of many out for the foreclosure harder districted or seed right to foreclose whether or not actually commenced.

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 incidental 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 indebtodners additional to that evidence by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Orantors, their heirs, legal representatives or assigns, as their tights may appear.

9. Upon, or at any time after the filling of a bill to foreciose this Trust Feed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after said, without regard to the software of the premise or whether the terms shall be then necupied as a homestead or not and the Trustoe hereinder may be appointed as such receiver. Such receiver shall have the power to collect the tents, issues and profits of said premises during the postessory of such foreclosures used and, in case of a sale and a deficiency, dough the full stateotry period of receivers, whether their be redeemptorn or not, a well as dering any forther times when Oranners, accept 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, central, management and operation of the premises during the while of and period. The Court from time to time may authorize the receiver to apply the net income in his hands in payments in whole or in part of; (1) The indebtedness accused hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lies which may be utilized as assessment or other lies which may be utilized as as a lie of the lies o

O. No action for the enforcement of the lien or of any provision hereof shall be subject to say defense which would not be good and available to the party interposing same in an action at law upon the barrier secured. 10

11. Trustee or Beneficiary and have the right to inspect the premiums at all teasonable times and access thereto shall be parentited for that purpose

12. Trustee has no duty to examine the fulle, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms here 4, e. . In the last of consessions designated and trustee may require indemnities antifactory to Trustee before exercising any power herein given.

33. Upon presentation of satisfactory et idea is that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full autnority to release this Board, the lies shareof, by preper units at

14 for case of the resignation, temblifty or re-test. It not of Trustee, the Heneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust herounder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall, she at to and be bimbing upon Grantor and all persons claiming under or through Grantors, and the word "Grantors" when used began shall include all such persons shall have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

| ÅTTEST: | | O-1d30 . CORPORATE | N. Dek. | average of | GEN. CONSTR 4 GEN. CONSTR A | 2.11 |
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| STATE OF ILLINOIS, | } | 1 | | 9466 | 1985 | |
| County of | ì | SS. a Notary Public in and for a | ind residing In said Cour | My, in the State aforesaid. DO | HEREBY CERTIFY THAT | |
| Louisy of | | | _ | | | |
| | | who person | ally known to me to be | the same per on whose ne | une subscribed (| to the for |
| | | Assignment, appeared before | | | signe | |
| | | the said Assignment as | · | free and volunt ry act | | |
| | | · · | | | | |
| | | OIVEN under my hand and | Notarial Seel this | day of | , A.D. | . 19 |
| TATE OF ILLINOIS, | | ACKNOWLEDGMENT I | BY CORPORAT | FION (SELLER) | Notary Pi | |
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ABCORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

| TRUST DEED | THE ABOVE SPACE POR RECORDERS USE ONLY |
|---|--|
| THIS INDENTURE, made | |
| herein referred to | s "Grantors", and |
| of | Illinois, herein referred to as "Trustee", witnesseth. |
| THAT, WHEREAS the Grantors have promised to | y to, herein referred :c |
| | ment Contract hereinafter called "Contract" and described, the sum of |
| evidenced by one certain Contract of the Grantors of | en date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors prom |
| to pay the said sum in consecutive month | installments:at \$, followed byat \$, followed |
| at \$, with the first | stallment beginning on |
| | d. All of said payments being made payable at |
| Illinois, or at such place as the Peneficiary or oth | holder may, from time to time, in writing appoint. |
| The principal amount of the Cont act s \$ | The Contract has a Last Phyment Date of |
| performance of the covenants and agreem at here receipt whereof is hereby acknowledged, an by the | syment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Reel Est |
| and all of their estate, right, title and interist | herein, situate, lying and being in the |
| | AND STATE OF ILLINOIS, to will |
| | N'S WIBDIVISION OF THE SOUTH & OF THE SOUTHEAST 4 OF THE WNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL LINOIS. |
| which, with the property hereinafter described, is | erred to herein as the "premises." |
| TOGETHER with improvements and fixtures no | attached together with easer ants, rights, privileges, interests, rents and profits. |
| TO HAVE AND TO HOLD the premises unto the from all rights and benefits under and by virtue of the release and waive. | aid Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, f Homestead Exemption Laws or the State of Illinois, which said rights and benefits the Grantors do hereby expres |
| COVENANTS, CONDITIONS AND PROVISION | |
| condition and repair, without waste, and free from mechanic's tien or charge on the premises superior to the lien hereof, and any building or buildings now or at any time in process of or (6) make no material alterations in taid premises except as re- | buildings or improvements now or hereafter on the premises which may become damaged or he destroyed, (2) keep said premises in goother liens or claims for lien not expressly suborder use to the lien hereof, (3) my when due any indebtedness which may be second in request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary, (4) complete within a reasonable to me upon said premises, (5) complet with a reasonable to me upon said premises, (5) complet with a reasonable to me upon said premises, (5) complet with all requirements of low or municipal ordinance. |
| Oraniors shall pay before any penalty attaches all ger due, and shall, upon written request, furnish to Trustee or to any tax or sasesament which Oranior may desire to contest | taxes, and shall pay special taxes, special assessments, water larges, sewer service charges, and other charges against the pressures with efficiary duplicate receipts therefor. To prevent default increunds. Grant in shall pay in full under protest, in the manner provided by state |
| 3 Grantors shall keep all buildings and improvements n by the insurance companies of moneys sufficient either to pay modes insurance reviews bankle, in case of loss or damage, to | or hereafter situated on said premises insured against loss or damer, however, lightning or windstorm under policies providing for payment of replacing or repairing the rame or to pay in full the indebted sets accurate hereby, all in companius satisfactory to the Benefit of the statched to each policy, and if the state of the respective dates of expirits set in case of insurance about to expire, that deliver reserval policy a not less than ten days prior to the respective dates of expirits. |
| 4 In case of default therein. Trustee or Beneficiary may but need not, make full or partial payments of principal or interedem from any tax sale or forfeiting affecting said primitees or said premises or contest any tax or assessment. All moneys pa- ter the principal or the | at need not, make any psytherit or perform any act hereinbefore required of Circulors in any form and manner dommed expedient, and manner comprise encumbrances, if any, and purchase, discharge, compromise or settle any trible or other prior lien or total or modern from any tax and or forfestive affect or any of the purposes herein authorized and all expenses paid or incurred in connects in therewish, including attorney's feet, and any of the purposes herein authorized and all expenses paid or incurred in connects in therewish, including attorney's feet, and any of the purposes therein authorized and all expenses paid or incurred in connects in therewish, including attorney's feet, and any of the purposes the time of the propose of the purpose and the time hereof, that the is much additional indebtestimas accurate hereby " hall become immediately due and page is stated in the Contract this Trust Doed secures. Inaction of Trustee or Beneficiary shall new, be to suddend as a waiver of any right accurate. |
| This Trust Deed consists of two pages. The cove reference and are a part hereof and shall be bindin WITNESS the hand(s) and seal(s) of Grantors th | its, conditions and provisions appearing on page 2 (the reverse side of this truth doub) are incorporated herein in the Grantons, their heirs, successors and assigns. By and year first above written. |
| | (SEAL) (SEAL) |
| | (SEAL)(SEA |
| | |
| 50 | |

Instrument, appeared before me this day in person and acknowledged that a

This instrument was prepared by