21 404 389

This Indenture, made at Chicago, Illinois, this

22nd

day of February , 1971 , by and

JOHN J. CRANE and DONNA M. CRANE, his wife, of Glenwood, Cook County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO. a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Mitnesseth:

Whereas, the said

-March 1-

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JOHN J. CRANE and DONNA M. CRANE, his wife

hereinaster called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of -----TWELVE THOUSAND AND NO/100ths------ Dollars (\$ 12,000.00 and is due and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner

To further secure the obligation, the Grantors agree to deposit with the Trustee, or notcholder, on the e obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each April 1 ,19 71, until the indebtedness hereby secured shall have been fully paid, an amount equal to one mound commencing twel' u of ae annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder with ut any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the "run or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance blus, or attend to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 or insurance b.l.s, o attend to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt if d mand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when the description of the funds as deposited exceed the amount required to pay such taxes and assessments are not applied as a subsequent deposits. In event of a default in any of the provi-(general and special) for an , ar, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trus deer or 1: the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time on depori, on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebted ... recured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged p emises

The note secured by this Trust Deed is subject to prepayment in accordance with the terms, thereof.

The principal note secured by this trust cod bears the following endersement "Exclusive of the payments become required; the makers reserve unto themselves the .ight, option and privilege of paying One-Hundred Dolle or penalty, on any ir onth pp yment-date, any amount so prepaid to be applied on the then last

Thereas, said note bears interest from harch., 1971 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all paynents of principal and interest after maturity (whether said note shall of the conference of the con which principal and interest is payable in lawful money of the Uni ed 2 ates of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

How, Therefore, for the purpose of securing the payme. of in principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grant'r(\*), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the and State of Illinois, to wit:

Lot 12 (except the East 82.5 feet thereof) in Genview Subdivision of Lots 1 and 2 in the Circuit Court Partition of the West half of the South West quarter of Section 9 and East haif of the South East quarter of Section 8 all in Township 35 North, Range 14, East of the Third Principal Meridian, (except right of way or Chicago and Interurban Traction Company being the West 50 fee of the East 83 feet of said Lot 2) in Cook County, Illinois.

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with said real estate and the buildings and improvements thereon, are hereinafter sometimes referred to herein as the "premises" or the "mortgaged property.")

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Un Have and Un Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedness hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indehtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof, and, upon demand by the Trustee, or noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow amy building erected on said premises, or to keep the mortgaged property in good repair and in a completed condition, free from any liens thereon, then the Trustee, or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or may part of the mortgaged property or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of existing per certification of the control of t

that the Trustee shall at all thuse as on deposit a suincent amount to protect it against any toss or damage as arroresand.

It is further made an explose condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffer d, an 'that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien aden the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, a prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims and allow attempts, and allowed the provisions.

An additional accounts for the payment of the after said is an intented as the Crustors of the above provisions.

As additional security for the payment of the aforesaid 'unitedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time turing the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value or said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance in luding war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance on punnies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the b. at it the noteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or nehoteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or nehoteholder not less than 10 days before the expiration date of the prior pure wing renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of the order of the order of the procure of the policies of the procure of the procure of the procure of the procure of the policies of the procure of

and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromis in its inscretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, and elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures compared that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said "lidings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Trus extended for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under in thice's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder as the work shall progress. And if 'the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as the modeloider, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and if 'ures u der the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or, by the noteholder for the rustee, and all moneys, in excess of the insurance money, paid by the Trustee or the rustee or the rustee of the propers of the rustee of the supervision of the rustee, and all moneys, in excess of the insurance money that there or the rustee of the rust

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to solvent and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may else it to any immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same condom and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovered by the

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the indebtedness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with like effect as if the same had then matured by express terms.

if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby waive(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filing of any bill for that purpose, the court in which such bill is filled may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Grantor(s), or to any party claiming under said Grantor(s) and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings thereon insured a

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to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items: (1) amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as aforesaid, upon the improvements upon said premises, or (4) taxes, special assessments, water charges, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, attorney's fees, and stenographer's fees of the complainant in such proceeding or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed, and shall be allowed in any decree of special by the including trustee's, and stenographer's fees, shall have been paid.

There shall be included in any decree of any decree of the company of the part of the paid.

There shall be included in any decree foreclosing this trust deed and be paid unto the rents, or out of the proceeds of any sale made a pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stemographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys vanced by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of the control of the contr

Not rithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the hanil by of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

In or an r(s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal idebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that so is a fide innocent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defens which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "notch ider," wherever used herein, means the holder or holders of said principal note.

It is expressly agreed by the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidence so, indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deed, me it was, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result or which the Trustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness say become chargeable with the payment of such tax, i'm and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the am ant o, any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at it is option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required and are any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed the me time in lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that he can use rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and to or o' them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and ounge one herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and intre for the benefit of the benefit of the beirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither sa of True of the other, or or any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in ca of it, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default ontinuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence their to every such right and power may be exercised from time to time as often as may be deemed expedient.

The trustee or the noteholder shall have the right to inspect the pier ses at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chic go shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major pe for of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successorship, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by the instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further transfer or convergent. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and fro. the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this metr need shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, the and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Dec. of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in this respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Granton acquiring any interest in or title to the premises subsequent to the date of this trust deed.

SEE RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF.

SEE RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF.

\*\*Bitness\*\*, the hand(s) and seal(s) of said Grantor(s) the date first above written.

STATE OF ILLINOIS } ss.

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John J. Crane

SEA.)

John J. Crane

(SEAL)

Donna M. Crane

(SEAL)

John J. Crane and County in the State aforesaid, DO HEREBY CERTIFY that the within named John J. Crane and Donna M. Crane, his wife

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument akhelik free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument akhelik free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument akhelik free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument and and notarial seal, this was a subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument akhelik free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument as a subscribed to the foregoing instrument akhelik free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead instrument.

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## **UNOFFICIAL COPY**

RIDER ATTACHED TO AND EXPRESSLY MADE A PART
OF THAT CERTAIN TRUST DEED DATED FEBRUARY 22, 1971
EXECUTED BY JOHN J. CRANE AND DONNA M. CRANE, HIS WIFE

Mortgagors de firmer covenant and agree that they will not transfer or cause to be transferre or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessary or otherwise in the mortgaged premises, to any third party, so long as he debt secured hereby subsists, without the advance writeen consent of the mortgage or its assigns, and further that in the event of any such transfer by the mortgage is without the advance written consent of the mortgage or its assigns, the mortgage or its assigns, in its or their sole discretion, and without notice to the mort age; declare the whole or the debt hereby immediately due and payable. tha
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John J. Crane

John M. Crane

W. Crane

## UNOFFICIAL COPY

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			DONNA M. CRANE, his wife	Ву	May
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