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This Indenture, made at Chicago, Illinois, this

5th

lay of April

, 1971 , by and

between

RAYMOND A. LEWIS and LINDA M. LEWIS, his wife, of Arlington Heights, 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,

Witnesseth:

Thereas, the said RAYMOND A. LEWIS and LINDA M. LEWIS, his wife

To further secure the object in, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each month, commencing July 1, 1971, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate tates, pecial assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of air estates, and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, which the trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any determinent in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be arrived on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in 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 deposit on any of Grantor's oblighing the print or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured hereby as been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

The note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof. The principal note secured by this trust deed bears the follow or sudorsement: "Exclusive of the payments berein required, the makers The principal note secured by this trust deed bears the follow or sudorsement: "Exclusive of the payments berein required, the makers of the within note reserve unto themselves the right, option and privates of paying One Hundred Dollars (\$100), or any multiple thereof, without premium, bonus, or penalty, on any monthly payment date, " ount so prepaid to be applied on the then lest maturing principal installment."

Therests, said note bears interest from June 1, 1971 un it mat trity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of pri cipal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) a. ** ** ** of Section of the control per cent (72%) annually until paid, all of which principal and interest is payable in lawful money of the United States 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 to the continental interest in writing.

Mnm, Uherefore, for the purpose of securing the payment of the principal o. o. d. 1 sterest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and in turt er onsideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the rollowing described real estate situated in the County of Cook and State of Illinois, to wit:

Lot Fifteen (15) in Block four (4) in Arlington Park, a Subdivision of the North half of the North West quarter (except the North Twenty Five (25) Feet thereof) of Section Thirty (30), Township Forty Two (42) North, kanne Eleven (11), East of the Third Principal Meridian, lying Northeasterly of the Northerly line of the right of way of the Chicago and Northwestern Railroad Company, in Cook County, Illinois.

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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 for the purpose of supplying or distribution, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screening heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screening heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screening heat, in or or words, shades, awnings, gas and electric fixtures, radiators, heatere, engines, machinery, boilers, ranges, motors, doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heatere, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including including or improvement now or hereafter standing on said land, it being expressly underventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly underventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly underventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly underventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly undervent

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On Haur and On Hall 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(a) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indebtedness 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 any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) so to pay taxe, water charges, or special assessments, 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 make repairs on any 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 shall be paid out of the rents and proceeds of said premises into otherwise paid by said Grantor(s) and it shall not be obligatory, in advancing or disbursing moneys for any purpose above authorized, to inquire into the validity of any claim or which such disbursement is made. Nothing herein contained shall be p

It is further made an express condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, a did at 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 under he and 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 toust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to far of the lien hereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in the soften of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for ien shall take care of this neumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all concact as, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

any parties interested therein, are hereby required to take notics of the above provisions.

As additional accurity for the payment of the aforesaid i deb edness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time divining the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable van. of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance in ciuding war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance companies to be approved by the Trustee or note noteholder; to make all sums recoverable upon such policies spayable to the Trustee for the benefit of the net helder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or 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 noteholder not less than 10 days before the expiration date of the prior policy renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee, on the hold trust procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of seven per cent (7,5) in usually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be abligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of in ure see any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give re

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in is discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, relear, 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, may be the time inmediate reduction of the buildings and fixtures dam ged on destroyed; and it is expressly covenanted and agreed 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 buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Tru, ever noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, unless relited to the intensity of the trustee of the contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And it is often solding that the progress is above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder; it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and it ture, under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or pythe noteholder, it, or the noteholder restoration, with interest thereon from the respective dates of payment thereof at the rate of sacrat per cent (Tab) annually, shall become so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereof.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to collect and

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered t collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for datages of any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same cor utiles 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 soci 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 filed 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 an

UNOFFICIAL COPY VIDER ATTACHED TO AND EXPRESSLY MADE A PART (F THAT CERTAIN TRUST DEED DATED APRIL 5, 1 EXECUTED BY RAYMOND A, LEWIS and LINDA M, 1 his wife. Mortgagors do further covinant and agree that they will not transfer or cause to be transferred or suffic a involuntary transfer of any interest, whether legal or equitable, and whether possissary or otherwise in the mortgaged premises, to any third party, so long as the dept so and hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns any in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby immediately due and payable.

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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 be given until all such expenses, charges, and costs of suit, including trustee's, attorney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys adjusted by the Tysteete, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of swear per cent (7%), annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwith and up any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the weeker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor (, 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 it deb __ ess hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no be as fire innocent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defense wh. _ m, exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "noteb n'er." wherever used herein, means the holder or holders of said principal note.

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

It is expressly agreed b the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of inchestedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mo again, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Irustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, the and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the second of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the optic of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay 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 maximum awful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the variouring is, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of there is exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, rovenants, provisions, and obligations herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure to the continued, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure to the continued, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure to the enterty of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said T user nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of us, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default conti uinto as aforesaid shall impair any such right or power or shall be constitued to be a waiver of any such default or acquisecence therein.

The trustee or the noteholder shall have the right to inspect the pre-lises at all reasonable times and access thereto shall be permitted for

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

The Trustee at any time acting hereunder may resign or discharge itself of and from the thing are signation writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrum at shall have been recorded or filed.

in case of the resignation or refusal to act of the Trustee at any time acting hereunder, then a in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Leeds of the Lawty in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this rust eed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in t ust, 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 a cree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of a tch or ntor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

Witness, the hand(s	DER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF.) and seal(s) of said Grantor(s) the date first above written.
	Raymond A. Lewis (SEAL)
•	(EAL)
	Linia M. Lewis 1844
	Linda M. Lewis
•	(SEAL)
4 (1) (4) (4) (4)	Robert P. HALL
STATE OF ILLINOIS	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named
COUNTY OF COOK	Raymond A. Lewis, and Linda M. Lewis, his wife
	(,)
in the state of th	personally known to me to be the same person(s) whose name(s)are subscribed to the fore
	going instrument, appeared before me this day in person, and acknowledged that they signed, sealed,
A COMPANY	and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes
	therein set forth, including the release and waiver of the right of homestead.
ANO DA	Siben under my hand and notarial seal, this 20 th day of April 1971
S. 408 (1) C.	Mobert P. Wall
	SGHID N. NAVARRE AV. Chicago ILL Notary Public
The state of the s	MY COMMISSION EXPIRES JUNE, 13, 1973. MISUED THRU ILLIANIS HOTARY ASSOCIATION

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Trust Deed

RAYMOND A. LEWIS and

Continenti I Ilinois National Bank and Trust (Cor.p.iny of Chicago As 7.r stoo

> C. C. CHISTOPLEY Real Estate Dept.

Continental Illinois National Bank

Continental Illinois Aational Bank and Trust Company of Chicago CHICAGO, ILLINOIS

ADDRESS OF PROPERTY:

1428wBrown Street Arlington Heights, Illinois 60004

The principal note described in within trust deed has this day been identified by the undersigned by

> Continental Illimois National Bank and Trust Company of Chicago As Trustee.

'END OF RECORDED DOCUMENT