21 494 542

This Indenture, made at Chicago, Illinois, this

day of May

, 1971 , by and

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WILLIAM S. RUBIN and ARLENE RUBIN, his wife, of Overland Park, Johnson County, Kansas

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

WILLIAM S. RUBIN and ARLENE RUBIN, his wife

hereinafter called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced 1/1 be certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of and is due ar parable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner _ , 19 96 . paid, on -Jun : 1

To further se are the obligation, the Grantors agree to deposit with the Trustee, or notcholder, on the day of each First month, commencing J (1) 1, 19 71, until the indebtedness hereby secured shall have been fully paid, an amount equal to onetwelfth of the annual real examp raxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteho ter 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 uc ciency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in e. ces. th. cof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excer shall be applied 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 seared ereby, 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 Gra tor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured ner by 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 to obvious endorsements "Exclusive of the payments berein required, the maker of the within not ge of paying One Hundred Dell without-pre installment.

Thereas, said note bears interest from June 1, 1971 ur il maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of pay and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) to be rate of section of the content of the conte which principal and interest is payable in lawful money of the United States of America a the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder the appropriate to time appoint in writing.

Now, Therefore, for the purpose of securing the payment of the principal ... and interest on the note and the performance of ants and agreements herein contained to be performed by the Grantor(s), 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 fellowing leacribed real estate situated in the County of Cook

> Lot 19 in Block 2 in Hunting Ridge Unit No. 1 being a Subdivision in Sections 21 and 28, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois January 12, 1968 as document 20377710 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 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 (and 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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On Have and On Hald 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(a) 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 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 amy building erected on 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, water charges, or special assessments, or rodeem said premises, water charges, or special assessments, or redeem said premises, 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, for on my 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 ageurity, and, any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of sædis per cent—trage annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of foreclosure hereof, and

It is further made an express condition and c venant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and 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 under the "www." Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this true de d, 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 ar / o her 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 for lien sp "whe care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and sell contractor, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of one shove provisions.

As additional security for the payment of the aforesaid individuess, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the tinuance of said indebtedness, insured against loss or damage by fire with attended coverage endorsement for the full insurable value of sid by ilidings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance inc. "In war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance com aniv. to be approved by the Trustee or the notcholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit of the new independent of the protect of the policies; and all such policies shall be deposited with the Trustee or notcholder not less than 10 days before the expiration date of the prior policy being the protect of the insurance of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee of the local policies, and all moneys paid therefor, with interest at the rate of seven per cent (176) and may be included in any decree of foreclosure hereof; but it shall not be obligator up. the Trustee or the notcholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empressed to collect the same, with or without suit, and give receipts therefor.

The Trustee or notcholder is hereby empowered to adjust collect and compression in the collect of the c

The Trustee or notcholder is hereby empowered to adjust, collect, and compromise, in its list, stien, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and care apers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elastochemically and insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elastochemically and its expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of writer 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 Trustee or noteholder, and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under archiect's ertificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Canter (*) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of secure per cent (***Forthwith**) annually, all lecome 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 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 elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovered by the Trustee.

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.

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, 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 and in good repair, and

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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 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 advanced by the Trustee, or by the noteholder, for any purpose authorized in this rust deed, with interest on such advances at the rate of second 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.

No with standing any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liat in, of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The G'_intor(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 'in shedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no 'ora fide innocent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defense v aich may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word 'notent ten" wherever used herein, means the holder or holders of said principal note.

It is expressly agreal 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 evidences of 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 deeds, nor gages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of with the Trustee, mortgage, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, then 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 unt 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 case of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to ay 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 maxim: a lat (ul interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and oblighting therein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the herein of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Transe, nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of its, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, an ever 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 premise, at all reasonable times and access thereto shall be permitted for

In case said Continental Illinois National Bank and Trust Company of Chear shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major ported of the constant of the strength of the successor shall, by virtue of successor shall, by virtue of successor shall, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by this is at ment become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further transfer or constant of the Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trustees.

The Trustee at any time acting hereunder may resign or discharge itself of and from the crust) ereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrument about have been recorded or filed.

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

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or 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 the accounting any interest in or title to the premises subsequent to the date of this trust deed.

Witness, the hand(s)	ER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF. and seal(s) of said Grantor(s) the date first above written. William S. Rubin SE'LL)
	(SEAL) Arlene Rubin (SEAL)
STATE OF ILLINOIS COUNTY OF GOOK \$ 50.	I,
	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 heysigned, sealed, and delivered the said instrument astheir free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Siben under my hand and notarial seal, this

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RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED MAY 13, 1971 EXECUTED BY WILLIAM S. RUBIN and ARLENE RUBIN

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether lead to be transferred 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 the debt secured 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, and further that in the event mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby immediately due and payable.

Arlene Rubin

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Trust Deed

WILLIAM S. RUBIN and

ARLENE RUBIN his wife

To

Continent at Illinois Antional Bank CHAMPLEY.

te Dept. and Trust Company of Chicago

G. G. CHAMPLEY Real Estate Dept.

Continental Illinois Aational Bank

5-06-083

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

> Continental Illinois National Bank and Crust Company of Chicago As Trustee,

'END OF RECORDED DOCUMENT