This Indenture, made at Chicago, Illinois, this

day of

, 1971 , by and

ROBERT L. MC MINN and JUNE A. MC MINN, his wife, of Markham, 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:

Whereas, the said

ROBERT L. MC MINN and JUNE A. MC MINN, 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 by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of 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 -**.19** 96. paid, on --- August 1

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the day of each north, commencing September 1, 1971, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-tile of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or no al diametrical many allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, it it Trustee, or notcholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurant bils, or attend to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after . . . or pt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills here such shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and spec al) or any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in the Lust 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 obligations herein or in the note contained in such order and manner as the holder the note may elect. When he is debedness secured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mongar d premises.

The note secured by this Thus Deed is subject to prepayment in accordance with the terms thereof the principal note secured by this is deed beers the following andersonant: Exclusive of the payments herein required to make the principal note secured by this is deed beers the following andersonant: of the within note reserve unto then selves the right, option and privilege of paying One Hundred Dollars (\$100), o honus, or penalty, on a granuthly payment date, any amount so prepaid to be applied on the then last maturing principal installment."

Thereas. said note bears interest from Jacust 1, 1971 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with int on all payments of principal and interest after manufity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) at the rate of the continental illinois National Bank which principal and interest is payable in lawful money of 'e Un ted States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at su h place as the legal holder thereof may from time to time appoint in writing.

Mnm, Therefore, for the purpose of securing the par nent of the principal of and interest on the note and the performance of the covenants 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 warr not s) into the Trustee the following described real estate situated in the and State of Illinois, to wit: County of

> Lot 16 in Block 2 in Saratoga Farms a Sub ivisio of the North East quarter of the South West quarter in part o. the South East quarter of the South West quarter of Section 18, Township 15 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 19, 1956 as document 16555442, 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 therefo) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said realestate, 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.")

Un Hatte atth Un 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(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; in the 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, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on 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 taxes, water charges, or special assessments, or tokept the mortgaged property in good repair and in a completed condition, free from any lens 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 lieus 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 generally, and shall be included in any decree of foreclosure hereof, and shall be paid out of the rents and proceeds of sale of said premises if not otherwise paid by said Grantor(s); and it shall not be obligatory, in advancing or disbursing moneys for any

It is further made an express _no' non and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffer d, 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 t' 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 it strust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as _i too to =ny other lien thereon that may be claimed by any person, it being the inteption hereof that after the filing of this instrument for record in _ne o face of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lir is shall take care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all contractor, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to in encirc of the above provisions.

As additional security for the payment of the aforesai' u debtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings fire with extended coverage endorsement for the full insurable value of all indiges and fixtures; in addition thereto, to carry liability, steam boiler, rich and civil commotion, plate glass, and such other insurance seludin; war damage insurance, it available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurant; companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the bent. "I cotcholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or othe ider. Any renewal policies shall be deposited with the Trustee or othe ider. Any renewal policies and ill such policies shall be deposited with the Trustee or other ider. Any renewal policies and ill such policies before the expiration date of the prior po. "or is greated or replaced. In case of relature 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 self-siliper cent (?). I no "ly shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be oblig or 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 insura "c, y loss thereunder shall be deemed payable to the Trustee eithough not so declared in said policies; and the Trustee is hereby authorized and "no ered to collect the same, with or without suit, and give receipts therefor.

and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discovery, 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, may elect to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damed a destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receip of so. ten notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said. minings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposite with said Trustee. Or such der and for payment of a reasonable compensation to said. Trustee, whereupon such insurance money shall be so applied, under archiver's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the restoration of orders, or other evidence satisfactory to the Trustee, or noteholder in the supervision of the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures unler the supervision of the Trustee, in and all moneys, in excess of the insurance money, paid by the Trustee or noteholder or the unpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of Avetther cent (17%) annually, show me so much additional indebtedness secured by this trust deed and shall be included in any decree of forcelosure hereof.

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

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to called a 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 notcholder, and the Trustee or notcholder, 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 notcholder, 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 kolder of said principal note, or the Trustee for his benefit, shall have the right to immediately forcelose this trust deed, and upon the filing of any hill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after forcelosure sale, and without notice to the Grantor(s), or to the person or persons then liable for the payment of the budebtedness 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 henceft 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

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, 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.

Premises mat 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 road 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 antil 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 he 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 state, advertising, sale, and conveyance, including attorney's, stenographer's in trustee's fees, outlays for documentary evidence and costs said abstract and examination or opinion of title; (2) all the moneys adverted by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of seven por cent (7%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal locally remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

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

The Gra. or(') 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 mac' 'cc'ness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no b maker independent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defense which 'may exist in favor of any party interested against any prior holder of the note held by such noteholder.

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The word "notcholde," herever used herein, means the holder or holders of said principal note.

It is expressly agreed b he 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, mort age, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in relating to taxes on trust deeds, mort age, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in relating to taxes on trust deeds, mort age, or notes, bonds, or other evidences of indebtedness any hecome any way changed, as a result of whi the "or ustee, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness any hecome any way changed, as a result of which to "outsee, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness any hecome any way changed, as a result of which tax hen and in any such even the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) chargeable with the payment of such tax hen and in any such even the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) after written notice thereof, the amount of ..., such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the opt of not he noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to p y any such tax in excess of an amount which, when added to the interest and other charges to be that the Grantor(s), would exceed the max. ... w'ful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the var use rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no on of hem as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and oblig tiors be rein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for benefit of the here, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said T ustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of .s., is, or their own gross negligence or misconduct. No delay or omission to exercise any visits and exception and the constructed to be a waiver of any such default for acquirescence thereof using a serior specific and provided and the construction of the serior of th

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

In case said Continental Illinois National Bank and Trust Company of Calc so shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major po non of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of sunder constraints, become Trustee hereunder, with identical powers, and authority, and the tille to said premises shall thereupon forthwith, and by his astrument become vested in such successor, as Trustown to the uses and purposes aforesaid, without the necessity of any or further transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of virtues deed.

The Trustee at any time acting hereunder may resign or discharge itself of and from 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 astrumer shall have been recorded or filed.

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

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 at h Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

SEE IN OF LINE to the premises subsequent to the variety of the total and the second s _(SEAL) Robert L. McMinn (CFAL) a June A. McMinn Bretin der 1 Mortimer public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named STATE OF ILLINOIS COUNTY OF COOK Robert L. McMinn and June A. McMinn, his wife subscribed to the forepersonally known to me to be the same person(s) whose name(s) are going instrument, appeared before me this day in person, and acknowledged that they signed, 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.

Sitten under my hand and notarial scal, this 14 Th.

RIDER ATTACH D TO AND EXPRESSLY MADE A PART
OF THAT CERTAIN TRUST DEED DATED MAY 28, 1971
EXECUTED BY ROFERT L. MCMINN AND JUNE A. MC MINN,

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary or nsfer 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 hareby submists, without the advance written consent of the mortgagee or its assigns, and urther 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 assign may, in its or their sole discretion, and without notice to the mortgagor, eclare the whole of the debt hereby immediately due and payable.

Takent of menin

June a-111e7n

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COOK COUNTY ILLINOIS

FILED FOR RECORD

JUL 20 '71 12 21 Pi

Elitery D. Oken RECORDER OF DEEDS
21552724

Continental Illinois National Bank and Crust Company of Chicago

636 Ranger Drive Chicago Heights, Illinois 60411

ADDRESS OF PROPERTY:

CHICAGO, ILLINOIS

Continental Illinois National Math and Trust Company of Chirgo As Trustee

ROBERT L. MC MINN and JUNE A. MC MINN, his wife

Trust Weed

Chicago, Illinois, ______.

The principal note de has this day been F-nti

7806

The principal note described in within trust deed has this day been it affiled by the undersigned by an endorsement thereof.

" " "inental Illinois National Banth and Trust Company of Chicago

As Trustee,

ENGIO PRECODERADOCURENT

TRUST OFFICER WHITE