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This Indenture, Witnessed by the Grantor

ELIZABETH V. KLEIN, a widow

party of the first part, of the City of Chicago, in the County of Cook and State of Illinois, for and in consideration of the sum of THIRTY-SEVEN HUNDRED AND 00/100 (\$3,700.00) Dollars, in hand paid, GERARD L. SCHMITZ

Conveyance and Warranty to the Trustee, of the City of Chicago, in the County of Cook and State of Illinois, and to his successors in trust hereinafter named, party of the second part, for the purpose of securing performance of the covenants and agreements herein, the following described Real Estate, to wit: Lot Sixty-nine (69) in C.J. Hull's Subdivision of Block Fifty-three (53) in the Canal Trustees' Subdivision in Section Thirty-three (33), Township Forty (40) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Together with all buildings and improvements thereon, including all heating, gas, electric and plumbing apparatus and fixtures, screens, curtain fixtures, window shades, wall beds, ice boxes, gas and electric ranges, furnaces, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained.

To Have and to Hold the above described premises, with the buildings, improvements, fixtures and all appurtenances unto the said Grantee, his heirs, executors, administrators and successors, in trust nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth, and for the equal security of the principal notes hereinafter described and the interest notes or coupons, without preference or priority of any one of said notes over any of the others by reason of the priority of the time of maturity or of the negotiation thereof, or otherwise.

That whereas, the said ELIZABETH V. KLEIN, a widow, the Grantor herein is justly indebted upon her one principal promissory instrument herewith, payable to the order of herself and by her endorsed and delivered, XXXXXXXX, of said principal notes being for the sum of THIRTY-SEVEN HUNDRED AND 00/100 (\$3,700.00) Dollars, PAYABLE AS FOLLOWS: The sum of ONE HUNDRED and 00/100 (\$100.00) Dollars, or more, plus interest, due and payable May 2, 1971, and the sum of ONE HUNDRED and 00/100 (\$100.00) Dollars or more, plus interest on the unpaid Principal sum remaining from time to time unpaid, XXXXXXXX, due and payable on the 2nd day of each and every Month thereafter, with interest at the rate of Seven (7%) per cent. per annum, payable monthly on the whole amount of said principal remaining from time to time unpaid.

one copy of each of the said principal notes, both principal and interest being payable in full coin of the United States of America, of the present standard of weight and fineness, at the rate of Six and one-half (6 1/2) per cent. per annum, to be paid to the holder of the said principal notes at the highest rate for which it is now in each case lawful to contract.

The identity of the Principal Notes hereby secured is evidenced by the certificate thereon of said Trustee.

The Grantor for said Grantor and for the heirs, executors, administrators and assigns of said Grantor covenants and agrees with the said party of the second part, for the use of the holder or holders of said notes until the indebtedness aforesaid shall be fully paid, as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment thereof; (2) to pay prior to the first day of July in each year, all taxes and assessments levied or assessed upon said premises or any part thereof, and on demand, to exhibit receipts therefor, and not to suffer any part of said premises or any interest therein to be sold or forfeited for any tax or special assessment whatsoever; (3) to keep said premises in good repair and within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to permit or suffer no liens of mechanics, or material men or other claims to attach to said premises; (6) to do upon said premises, nothing that may impair the value thereof or the security intended to be effected by virtue of this instrument; (7) to pay all costs, expenses, charges, fees and commissions arising out of the making of the loan secured hereby, including the reasonable charge for drafting all papers relating thereto, the fees for recording or registering the same, the cost of furnishing (1) a complete merchantable abstract or (2) mortgage guaranty policy in a sum equal to the amount of said indebtedness, or (3) a Torrens Certificate of Title, all brought down to cover this instrument, and all reasonable commissions of the broker negotiating the loan secured hereby, and a reasonable attorney's fee for an opinion of title, if an abstract is furnished; and (7) to keep all buildings and improvements at any time on said premises insured against loss by fire, in amount equal to, said indebtedness in such company or companies as the grantee may direct; also plate glass, tornado, workman's compensation, public liability, and other insurance as the party of the second part may desire; and, every and all such insurance, to procure through the agency of NICHOLAS J. SCHMITZ, and the same deliver to the holder of said indebtedness, so written, with the usual mortgagee's trustee clause attached, as to require all loss, if any, to be applied in reduction of said indebtedness, or, in the discretion of the party of the second part, the insurance moneys collected on any insurance policy on account of any loss or damage may be expended and paid over to the holder or holders of the building or improvement damaged or destroyed, and said grantee shall not be liable because of default or failure of any insurance company to perform its contract or to pay losses, in the event of failure so to insure, or pay taxes or assessments, or to pay any such liens of mechanics or material men, or to take in repair, or to pay said costs, expenses, charges, fees and commissions, the Grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or redeem any tax sale or forfeiture or discharge or purchase any tax lien or title affecting said premises, or settle any lien of any mechanic, material man, or claim attached to said property, whether valid or not; or make repairs or pay said costs, expenses, charges, fees, and/or commissions or brokerage, and all moneys so paid, the Grantor agreed to repay immediately without demand, and the same, with interest thereon from the date of payment at the highest rate for which it is now lawful to contract, shall be so much additional indebtedness secured hereby, and be included in any decree foreclosing this trust deed, and be paid out of the rents or proceeds of sale of the real estate and premises aforesaid, if not otherwise paid by the party of the first part; but nothing herein contained shall be construed as requiring the party of the second part or the holder of said indebtedness to advance or expend money for any of said purposes. And the said Grantor do hereby irrevocably constitute and appoint the said Grantee, with full power of substitution her true and lawful attorney, in her name, place and stead to just, compromise, submit to arbitration and appraisement, and collect and apply in reduction of said indebtedness any claim for loss or losses arising under any insurance policy or policies covering said premises, and in her name to make, execute and deliver all requisite receipts, releases and other writings that may be required in the adjustment and settlement of any and all such losses. And the said attorney or his substitute is hereby further empowered, in the event of a foreclosure hereof, for and in consideration of One Dollar (\$1.00) to be to him paid for the use of said Grantor, to assign, transfer and set over to, and for the benefit of the holder of Masters Certificate of Sale, insurance policy or policies covering the buildings and improvements on said premises to the extent of the amount of such sale, plus interest on such amount at five per cent. for fifteen months from and after the date of such sale.

And it is further covenanted and agreed, that in case of default for three days in making payment of any of said notes, or any installment due in accordance with the terms thereof, either of principal or interest, or of a breach of any of the covenants or agreements herein contained to be performed by the party of the first part, or the heirs, executors, administrators or assigns of said party, then the whole of said principal sum hereby secured shall, at once, at the option of the holder or holders of said principal notes, or of any of them, become immediately due and payable, without notice to said party of the first part, or the heirs, legal representatives, or assigns of said party.

And thereupon the legal holder or holders of said principal and interest notes, or of any of them, or the party of the second part, for the benefit of the legal holder or holders of said notes, 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 any time thereafter, either before or after sale, and without notice to the said party of the first part, or any party claiming under said party and without regard to the solvency or insolvency, at the time of such application for a receiver, of the person or persons 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 by the owner of the equity of redemption, as aforesaid, appoint a receiver for the benefit of the legal holder or holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit, and, in case of sale and a deficiency, during the full fifteen months' statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amounts in his hands in payment (in whole or in part) of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance of the improvements upon said premises, or (4) taxes, special assessments 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.

AND IN CASE OF FORECLOSURE of this Trust Deed by said Trustee or by the holder or holders of said principal and interest notes or of any of them in any court of law or equity, a reasonable sum shall be allowed for the solicitors' and stenographers' fees of the complainant in such proceeding, and also for 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 and all fees and expenses under the Torrens Act, and the sum of \$50.00 as the reasonable allowance or commission of the party of the second part for his services in the matter; and in case of any other suit, or legal proceeding, wherein the said party of the second part or the holder or holders of said principal and interest notes, or of any of them, shall be made a party, or held liable by reason of this deed, their costs and expenses and the reasonable fees and charges of the attorneys or solicitors of the party of the second part or the holder or holders of said principal and interest notes, or of any of them, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises, under this deed, and all such attorney, solicitors' and stenographers' fees, costs, expenses and other charges shall become so much additional indebtedness secured hereby, and be allowed in any decree foreclosing this trust deed.

And there shall be included in any decree foreclosing this trust deed and be paid out of the rents or 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 attorneys', solicitors', stenographers', trustees' fees, outlays for documentary evidence and cost of said abstract and examination of title, and Torrens Act fees and expenses; (2) All the moneys advanced by the party of the second part or any one or more of the holders of said principal and interest notes, or of any of them, for any purpose authorized in this Trust Deed, which has set on such advances at the highest rate for which it is in such case lawful to contract, at the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All of said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the said party of the first part, or the heirs, legal representatives or assigns of said party, on reasonable request.

A Reconveyance of said premises shall be made by the party of the second part, to said party of the first part, or to the heirs or assigns of said party, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the party of the first part, and the payment of the reasonable fees of the said party of the second part.

It is expressly agreed that neither the said Trustee, nor any of its agents or attorneys, nor the holder or holders of any note hereby secured, shall incur any personal liability on account of anything that he or they may do or omit to do under the provisions of this deed, except in case of its, his or their own gross negligence or misconduct.

In the Event of the death, removal or absence, temporary or otherwise, from said Cook County of the Grantee, or of his refusal, inability or failure to act, then MAIRA H. SCHMITZ of said County, is hereby appointed to be first successor in this trust and if for any like cause said first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust.

Witness The hand and seal of the said Grantor this SECOND (2nd) day of APRIL A. D. 19 71

Elizabeth V. Klein

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21 602 771

State of Illinois, } ss.
County of Cook.

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J. JOSEPH N. SCHMITZ

a Notary Public

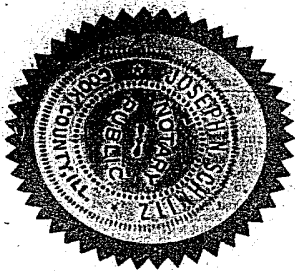
in and for said County, in the State aforesaid, Do Hereby Certify, that

ELIZABETH V. KLEIN, a widow, who is

personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given Under my hand and Notarial Seal, this SECOND (2nd)

day of APRIL A. D. 1971



Joseph N. Schmitz
Notary Public.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard R. Chen
RECORDER OF DEEDS

AUG 30 '71 12 25 PM

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Property of Cook County Clerk's Office

Box 298

Deed of Trust

ELIZABETH V. KLEIN

a widow
TO

GERARD L. SCHMITZ

FOR TRUSTEE

LEGAL HOLDER OF NOTE

Recorder's Certificate

21602771

Nicholas J. Schmitz
REAL ESTATE & LOANS

FIRE INSURANCE
512 AND 514 NORTH WENDELL, Chicago, Ill.
1656 N. MOHAWK STREET

LOAN NO.

END OF RECORDED DOCUMENT