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This Indenture, made at Chicago, Illinois, this 24th day of August ,1971, by and between, between, Hunterdon County, New Jersey

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:

Whereus, the said

EDWIN H. BALDRIGE and MARY S. BALDRIGE, his wife

hereinaster called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of ----FORTY THREE THOUSAND AND NO/100ths---------- Dollars (\$ 43,000.00 and is due and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner paid, on September `1__ -- 19 96 --

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the h, commencing October 1, 1971, until the indebtedness hereby secured shall have been for First month, commencing October 1 ,1971, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the arm 1 r al estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any llowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or percholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or at end to the payment thereof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand an efor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or surance bills when issue? thall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any y at the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed on 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 of a art, of Granton's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebted less secured hereby has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premi

The Note secured by this Trust Deed is su ject to prepayment in accordance with the terms thereof.

Mistreus, said note bears interest from September 1, 1971 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein an I hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money or he that the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such lac as the legal holder thereof may from time to time appoint in writing.

Now, Cherefore, for the purpose of securing the var er, of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by a grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warran (s) up the Trustee the following described real estate situated in the County of COOK and State of Illinois, to wit:

The west 425 feet of the East 888 Feet of the Sout' 622.23 feet of the North 1298.73 feet of the west \(\frac{1}{2} \) of the North west \(\frac{1}{2} \) of section 16, Township 42 North, range 9 east of the Third Princips (\frac{1}{2} \) oridian, in Cook County, Illinois. \(\frac{1}{2} \)

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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 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, bathitubs, 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.")

**And rights of ingress and express from the above described approach in govern and

*And rights of ingress and egress from the above described parcel in, over, and upon the easement as described in Warranty Deed recorded November 1, 1951, as Document 15207239.

*And rights of ingress and egress from the above described parcel in, over, and upon the easement as described in Easement dated August 10, 1971 and recorded September 7, 1971, as Document 21612289.

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To Have and To Hol forever, for the purposes, uses, and trusts herein set torth, hereby releasing of the Homestead Exemption Laws of the State of Illinois in and to the prem ig all right 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 price 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 taxes, 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 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 lens 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, effort mental the rate of eight per cent (3%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of forceled to the contract of the protection, and the contract of

that the Trustee shall at all tir. shre on deposit a sufficient amount to protect it against any loss or damage as aforesaid.

It is further made an expression of dition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffice? 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 sales the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against it is trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, a prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for roard in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims? Lien shall take care of this encumbrance, rether than that this encumbrance shall take care of such subsequently accruing claims, and a 1 co tractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required by the provisions.

As additional security for the payment of the uforeso. ... debtedness, 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 continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insura, the value of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other notes a companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the noteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or the noteholder. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the provided, then the Trustee or the noteholder. Any renewal policies shall be deposited with the Trustee or the noteholder. Any renewal policies shall be deposited with the Trustee or the noteholder. Any renewal policies shall be deposited with the Trustee or the noteholder and the noteholder of a term not to exceed five (5) to insure or renew insurance as above provided, then the Trustee or the not noteholder insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per c nt (8% annually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall r t be bligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy on insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby auth. Fired and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust collect, and

The Trustee or notcholder is hereby empowered to adjust, collect, and complor use, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of less, 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 print property. In the proof of the inmediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixture. It maged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days atterweight of written notice of such election, give security satisfactory to the Trustee or notcholder for the complete rebuilding or restoration if said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with "and Trustee or notcholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied. The restoration of the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee on notcholder as it, or the notcholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said bundary and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the not at "e., for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure here.

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

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby er p were I to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken of the damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder of a velect, 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

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in acco. In a 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 it is 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 is 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 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 sy 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

the easement 15.55c 21512289

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(a) 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(a), 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 sait, 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 shit 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 trust deed, with interest on such advances at the rate of eight per cent (8%) 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.

Notwithstanding 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 word "noteh dur," wherever used herein, means the holder or holders of said principal note.

In a word noter out, wherever used herein, means the holder or holders of said principal note.

It is expressly agre d 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 indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deed or mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a resulf of the Trustee, mortgage, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of structure, and the note here of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of structure, and the note have one of such notes, bonds, or other evidences of indebtedness may become indebtedness hereby secured and in default of such payment, the whole of the indebtedness hereby secured shall, at the orion of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to prove a paid by the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

The further expected and approach the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agree, and the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and of them as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, 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 more for the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Tother nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except i case if its, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any defailt continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. The most of the probable of the continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. The trustee or the neighbor of t

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

In case said Continental Illinois National Bank and Trust Comptay or Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a me or portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue 1 suc successorabile, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by his instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further than for or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release 1 th 3 trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of ...d .rom 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 the instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereur .cr, hen and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of D ds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust .nd r this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such success re in trust, 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 my or let or decree of foreclosure of trust deed, on its own behalf and on behalf of each and every person, except decree or judgment on litors of such Grantor, acquiring any test in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness, the hand(s) and scal(s) of said Grantor(s) the date first above written.

Annal Carolina

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S Mary S. Haldrige (SEAL) (SEAL) Edwin H Boldrige (SF AL) Edwin H. Baldrige (SFAL'

New Jersey STATE OF MENEROUSE

VACH PHELAN public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named MARY S. BALDRIGE, married to Edwin H. Baldrige NAMED AND THE PARTY AND THE PA

personally known to me to be the same person(s) whose name(s) ______subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that IHE signed, scaled, and delivered the said instrument as DER free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

25th day of AUGU Siben under my hand and notarial seal, this... Notary Value VIO

JACK W. PHELAN IGTARY PUBLIC OF NEW JERSEY My Commission Expires June 29, 1975

EDWIN H. BALDRIDE AND MARY S. BALDRIGE, HIS WIFE.

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 legal or equitable, and whether possessary or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby and further that in the event of any such transfer by the mortgagee or its assigns, without the advance written consent of the mortgagee or its assigns, without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without due and payable.

MANY S. BALDRIGE

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Edwin H Baldrige

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Colette Meier public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the with reac Mary S. Baldrige and Edwin H. Baldrige

personally 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, scaled, and delivered the said instrument as theirfree and voluntary act and deed, for the uses and purposes

therein set forth, including the release and waiver of the right, of h

UNOFFICIAL COPY

	personally known to me to be the same person(s) whose nam (s) _1 subscribed to the foregoing instrument, appeared before me this day in person, and ackn w ug d thathe signed, sealed, and delivered the said instrument as his free and voluntary act d d, for the uses and purposes				
A CONTRACTOR OF THE PARTY OF TH	therein set forth, including the release and waiver of the right of homessead				
O STATE OF S	Siben under my hand and notarial seal, this 24th day of August 1971				
N. T. P.	NOTARY PUBLIC, STATE of ILLINO'S 107 No ary ubile				
	NOTARY PUBLIC, STATE OF THE TOTAL TH				
<i>(</i>					

<u>UNOFFICIAL COPY</u>

Trust Deed

MARY S. BALDRIGE, his wife

Continer al Illinois National Bank and Trus . Company of Chicago

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C. G. CHAMPLE ! Real Estate Dept

Continental Illinois National Bank and Trust Company of Chicago 231 South La Salle, Street Chicago 90, Illinois

Continental Minois National Bank and Crust Company of Chicago CHICAGO, ILLINOIS

ADDRESS OF PROPERTY:

Box 221 Sutton Road

Barrington Hills, Illinois

_19.7/

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

COMMENT OF THE Approxima

END OF RECORDED DOCUMENT