21 629 686

This Indenture, made at Chicago, Illinois, this 9th
MICHAEL F. FOLEY and LINDA ANN FOLEY, his wife, of

September , 19 71, by and

Arlington Heights, Cook County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Thereas, the said

-Octo¹ \r 1-

---19 96--

MICHAEL F. F OLEY and LINDA ANN FOLEY, his wife

hereinafter call of the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the actificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of ----THIRTY THOUSAND AND NO/100th ------ Dollars (\$ 30,000,00 and is due and po ble is follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner

To further secure use objection, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each a, commencing Nov.mber 1,1971, until the indebtedness hereby secured shall have been fully paid, an amount equal to one month, commencing NO 2m er 1,1971, until the indeptedness nereby secured shall have been runy paid, an amount equal to one twelfth of the annual real estate t xrr, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allows of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, ab a b under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the pay ner the exof, except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any deciency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess the cof. If the funds so deposited exceed the amount required to pay such taxes and assessment levies or (general and special) for any year, the excess thall 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 source is reby, 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 Grante's colligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured hereb, has 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.

Elipereus, said note bears interest from October 1, 1971 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payar. To vincipal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal ho' er thereof may from time to time appoint in writing.

Mum, Unterefore, for the purpose of securing the payment of the prir ip of and interest on the note and the performance of 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 warrant(s) unto the True the following described real estate situated in the County of Cook and State of Illinois, to wit:

> Lot 18 Block 10 in Hunting Ridge Unit #3, being a subdivisic of 11 that part of the South Half of the Northeast Quarter of Section 28 Township 42 North, Range 10, East of the Third Principal Meridia. Township 42 North, kange 10, East of the Inite Frincipal meridin lying South and East of Hunting Ridge Unit No. 2 recorded in the Recorder's Office in Cook County, Illinois, on April 14, 1969, as Document No. 20809410 and also Out Block 10 in said Hunting Ridge Unit No. 2, excepting the North 225 feet of the East 270 feet of Southeast Quarter of the Northeast Quarter of maid Section 28, all in Cook County, Illinois, according to plat thereof recorded in the Recorder's Office of Cook County, Illinois, November 6, 1969 as Document No. 21006309

वस्य भवनायः । १८ १८ । १८ १८ । १८८ स्थे १९४८ सम्बद्धाः । १८ १८ १८ १८ १८६ स्ट्रीस्ट्रीयार्थः । स्ट्रीस्ट्रीय स्ट्रासंबद्धियायः वह ॥१७ १८ ॥॥१ स्ट्री पूर्व रेक्ट्रीयः १९४ ॥॥४

The property of the control of the c

Sittier

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appentaining, 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 retrigeration (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.")

INOFEC ALCOP

On Haur and On Hall) the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns er, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue 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 y 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 rof said note, as follows:

reby secured, the said Granto lder 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 bolder 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 manicipality 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, or to keep the mortgaged property in good repair and in a completed condition, free from any liens thereon, then the Trustee, or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or make pay any part of the mortgaged property; or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of foreclosure bereof, and shall be paid out of the rents and proceeds of sale of said premises if not otherwise and hall not of the deficiently payment and the respective payment at the rent of the payment of the rents and p

that the Trustee shall at all times have on deposit a 's which can be proved in a gainst any loss of cannege as anoresand.

It is further made an express condition s id cov nant 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 laws it L'unois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust dee', 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 any other 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 of 'ce i' no Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lien and 'care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of 'ce as we provisions.

As additional security for the payment of the aforesaid indebt dness, 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 continuous and fixtures; that may be upon the said premises at any time during the continuous and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance compares and fixtures; in addition thereto, to carry liability, steam such source of the property of the such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance compares. It is approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit of the "ste" or the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being or remediate. In case of failure of the Grantor(s) to insure or remediate insurance as above provided, then the Trustee or the noteholder may not result insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per cent (8%) annur, 'shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be obugatory un. 'to Trustee or noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any oss th reunder shall be deemed payable to the Trustee of the property of the payable to the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its dis revent, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and there pers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or carroged; and it is expressly coveranted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of witten 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 not noted and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under architecter of ficates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or 'e when the contraction of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder as it, or 'e when the restoration of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder for the purp se et such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) annually, shall be on much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereof.

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

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 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 waiter 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 holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust dead, 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 them 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

··...

....

UNOFFICIAL COPY

RIDER ATT CHI'D TO AND EXPRESSLY MADE A
PART OF THAT TAIN TRUST DEED DATED
SEPTEMER 9. 1971

EXECUTED BY MICHA'L F FOLEY AND LINDA
ANN FOLEY, HIS V IFE

Mortgagors do further covenant and agr e that they will not transfer or cause to be transferred or suffer an involvatary transfer of any interest, whether legal or equitable, and whether loss grary or otherwise in the mortgaged premises, to any third party, so to g as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, without the advance written consent of the mortgage or its assigns, without the advance written consent of the mortgage 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 delt ereby immediately due and payable.

Muchael F. Foley

Linda Ann Foley

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 debedness 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.

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 froeclosure 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 stemographer's fees, shall have been paid.

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

The result of the proceeds of any sale made in put or less than the proceeds of any sale made in put or less of 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 advance 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 sent (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal nor y emaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwit' tane ng any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the rate (s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor '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 indebt ones hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona file i nocent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defense which have exist in favor of any party interested against any prior holder of the note held by such noteholder.

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

It is expressly agreed 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 on the hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences on the state of Illinois now in force relating to taxes on trust deeds, mortge est, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the T ustee mortgages, 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(a) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount 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 option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay the fact tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed the maximum awful interest rate allowed in the State of Illinois.

pau by the Grantor(s), would exceed the maximum awful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the values telest, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of hem as exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations here: "Intained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the bene tof the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Tru tee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case (* 's. 's, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing a aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and y y such right and power may be exercised from time to time as often as may be deemed expedient.

The trustee or the noteholder shall be a the stable of the maximum and the stable of the stable of

The trustee or the notcholder shall have the right to inspect the premues (a) reasonable times and access thereto shall be permitted for

In case said Continental Illinois National Bank and Trust Company of Chic go hall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of a sasets, or otherwise, by any banking corporation. State or Federal, exercising trust powers, then such successor shall, by virtue of the successor hip, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further transfer or co veyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trustee.

The Trustee at any time acting hereunder may resign or discharge itself of and from the cus hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instruments hall have been recorded or filed.

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

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or .ecree of foreclosure of rust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of sucl Grant r, acquiring any set 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	I seal(s) of said Grantor(s) the date first above written.	
	Michael F. Foley	THE SELL)
	michael F. Foley	(SEAL)
	TenQa Cen	n toley (SEAL)
	Linda Ann Foley	
		(SEAL)
STATE OF ILLINOIS)	I, COLETTE MEIER	s notary S
COUNTY OF COOK	public in and for said County in the State aforesaid, DO F Michael F. Foley and Linda Ann Foley	
		200
	personally known to me to be the same person(s) whose nam	e(s) are subscribed to the fore
- Sanding	going instrument, appeared before me this day in person, and	acknowledged that they signed, sealed, O
A. N. S. 1077	and delivered the said instrument as their free and volunts therein set forth, including the release and waiver of the rig	ry act and deed, for the uses and purposes
S S C C S	Siten under my hand and notarial sea, this 20 th	
		day of September 1971
PRO 50 5	Latte	the.
777	Colette Meier My Commission Exp	Notary Public
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	vide in the committee of the committee o	ittes TOINIT

angua y Contractors of the

## **UNOFFICIAL COPY**

Chifus A. Messes moneral property of the 1829686

LOAN No.....

Chicago, Illinois,...

Register No. 8572

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

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

By William Avael

Trust Deed

ICHAEL F. FOLEY and

LI DA ANN FOLEY, his wife

To

Continental Illin is National Bank and Crust Co. wany of Chicago

B. (20)

C N MEIER
Real Er atr Department

10 - 10 3

COOK COUNTY, ILLINOIS.

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

ADDRESS OF PROPERTY:

1135 South Falmore Palatine, Illinois 60067

5-06-083 R.7/71

'END OF RECORDED DOCUMENT