

UNOFFICIAL COPY

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21 663 466
This Indenture, Made this 23rd day of September, 1971, WITNESSETH, that,
WHEREAS THE GRANTOR, MICHAEL GRUBER AND HELEN GRUBER, his wife,
of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal
holder, or holders of the principal instalment note hereinafter described in the principal sum of
THIRTY THOUSAND AND NO/100 * * * * * (\$30,000.00) DOLLARS,
as evidenced by said note, bearing even date herewith, made payable to BEARER and by the Grantors duly delivered, in and
by which said note Grantors promise to pay the said principal sum and interest on the balance of principal remaining from
time to time unpaid at the rate of 7 1/4 per cent per annum in instalments as follows: * * * * *
FIVE HUNDRED NINETY EIGHT AND NO/100 * * * * * (\$598.00) Dollars on the 23rd day of
October, 1971 and FIVE HUNDRED NINETY EIGHT AND NO/100 * * * * * (\$598.00) Dollars
on the 23rd day of each and every month * * * * * thereafter until said note is
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 23rd day
of September, 1976.

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A such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid
principal balance and the remainder to principal; provided that unless each instalment is paid when due the unpaid principal
balance shall bear interest after such due date at the rate of eight per cent per annum. All of said principal and interest pay-
ments are payable in lawful money of the United States of America at such banking house or trust company in Chicago,
Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the
office of the LAKE VIEW TRUST AND SAVINGS BANK, in the City of Chicago, Cook County, Illinois.
NOW KNOW YE, the said Grantors, for the better securing of the payment of the said sum of money and interest
thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto
LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and
doing business in Chicago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate,
to wit:

lots 39 and 40 in Block 16 in W. F. Kaiser & Co's
Arcadi Terrace, being a Subdivision of the North
Half of the Southeast Quarter (except the West 33
Feet) and the Southeast Quarter of the Southeast
Quarter of Section 1, Township 40 North, Range 13,
East of the Third Principal Meridian, in Cook
County, Illinois.

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurte-
nances thereto belonging, and the rents, issues and profits thereof and the right to retain possession thereof, and all improve-
ments now standing or that may hereafter be erected thereon, and all refrigerators, stoves, window shades, screens, heating
apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard
to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with
the appurtenances and fixtures unto the said Grantee and to its successors forever, for the purposes, uses and trusts herein set
forth, (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such
notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of
maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead
exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors,
covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any;
to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalty
shall attach thereto, all taxes and assessments, or instalments thereof, levied upon said premises; to commit or suffer no waste to
said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises, and to keep all build-
ings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss
or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such
insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to
deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee
clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that
in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the
exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action
in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and
applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid prin-
cipal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be
delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors
so to pay said taxes and assessments or any instalments thereof, or to pay any such liens of mechanics or material men, or to
keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or
holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien, or
title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim
attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to
protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the
date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder
of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or
into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys
in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements or in case of default in the payment of
any note secured hereby, or any instalment of interest thereon, or principal thereof, or upon the conveyance, assignment or
transfer by law or otherwise, of the title or any interest therein to the real estate described in said trust deed, according to
the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election
of the legal holder or holders thereof (which election may be made at any time thereafter without notice), become immediately
due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said
indebtedness had then matured by lapse of time.

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It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter of opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire. Irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Trustee, then Chicago Title & Trust Company, of Chicago, Illinois, is hereby appointed and made successor in trust, with like power and authority as is hereby vested in said Trustee.

COOK COUNTY, ILL.
FILED FOR RECORD

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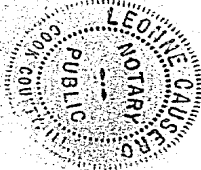
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If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed secures only one principal note, then the word "notes" as used herein shall be held to mean such note.

WITNESS the hands and seals of the said Grantors the day and year first above written.

Michael J. Gruber (SEAL)
Helen Gruber (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF ILLINOIS } ss.
COUNTY OF COOK }



I, the undersigned,
a NOTARY PUBLIC in and for said County, in the State afore-
said, DO HEREBY CERTIFY, That

MICHAEL GRUBER AND HELEN GRUBER, his wife,
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and de-
livered the said instrument as their free and voluntary act, for
the uses and purposes therein set forth, including the release and
waiver of the right of homestead.

The principal note mentioned in the within
Trust Deed has been identified herewith.

Register Number 2554

LAKE VIEW TRUST AND SAVINGS BANK
Trustee,

By Michael J. Gruber
Trust Officer

GIVEN under my hand and notarial seal this 23rd day of
September, 1971

Michael J. Gruber
NOTARY PUBLIC

BOX 146

TRUST DEED

MICHAEL GRUBER AND

HELEN GRUBER, his wife,

1011 N. Cleveland Ave.

Skokie, Illinois

TO

LAKE VIEW SAVINGS BANK

UNION, BELMONT & ASHLAND AVENUES - CHICAGO, ILL 60657

TRUSTEE

Address of Property

2119-21 W. Thomdale & 5853-55 N. Artesian

Chicago, Illinois

LAKE VIEW SAVINGS BANK

UNION, BELMONT & ASHLAND AVENUE - CHICAGO, ILL 60657

FORM R.E. 1 - 11-1-69 - CL

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