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This Indenture, made at Chicago, Illinois, this

made at Chicago, Illinois, this 8th day of October ,19 71 , by an ROBERT E. WIENER and ANTONIA WIENER, his wife, of CHICAGO, 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,

Mitnesseth:

Mhereas, the said

ROBERT E. WIENER and ANTONIA WIENER, his wife

To further where the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each month, commencing hereighter 1,1971, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real substitutes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allocate of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, which is a possible of the content of t

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

MIRTERS, said note bears interest from November 1, 1971 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all sayme is of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereins be 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 Stat's 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 holder thereof may from time to time appoint in writing.

Nam. Therefore, for the purpose of securing the payment of he r incipal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grant (1), 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 rustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot 15 in the North 17 feet of Lot 16 in Block 8 in Devon McCormick Boulevard Addition to Rogers Park in the South East quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois

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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 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 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.")

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On Have and On Huld the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns r, 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 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; 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 toke 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 liens 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 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 hereof, and shall be paid out of the rents and proce

It is further made an express condition and covenant 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 unde 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 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 contractor of Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lie: stall take care of this encumbrance, rather than that this encumbrance shall take care of such subsequently accruing claims, and all count forms, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

As additional security for the payment of the aforesaid idebt iness, 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 insurable value of wide buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance, or apanies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benef of 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 noteholder not less than 10 days before the expiration date of the prior policy bein, renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the noteholder and procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per cent (8,6) annually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be obligatory 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 insurance, and 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 is discretion, 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. nay elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures and or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt or written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said I midings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Truste or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under retained to said Trustee, whereupon such insurance money shall be so applied, under retained and such as a second and the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder it is or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and unit or under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the supervision of the Trustee, and all moneys, in excess of the insurance money is a payment thereof at the rate of eight per ce

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to a lect 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, incuding 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 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 two 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 in good repair, and

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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.

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 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 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 naid out of the revoceds 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 suits, advertising, sale, and conveyance, including attorney's, stemographer'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 eigh per cent (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said practically independent 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 light note of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The (rantor(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 partial indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and tat to bona fide innocent noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters or decear to hich may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "not colder," wherever used herein, means the holder or holders of said principal note.

It is expressly ar evel 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 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 '.eds, mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of high the Trustee, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment (1 such here, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereofor are mount 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 require to p y any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed he maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agree ut at the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one 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 any effort the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neith and Trustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, exc pt in case of its, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any oefaul continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

The trustee or the notcholder shall have the right to inspe t the premises at all reasonable times and access thereto shall be permitted for

In case said Continental Illinois National Bank and Trust Contrary of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by the of such successorship, 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 conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of the trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and f.orn the trust hereby created by a resignation writing filed in the Office of the Recorder or Registrar of Titles of the county in w. ich the instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereus for them and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Record very Peeds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in true under this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successions. 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 any order or decree of foreclosure of trust deed, on its own behalf and on behalf of each and every person, except decree or judgment and litters of such Grantor, acquiring any rest in or title to the premises subsequent to the date of this trust deed.

· · · · · · · · · · · · · · · · · · ·	and seal(s) of said Grantor(s) the	- Lutellilex	(SEAL
		Robert E. Wiener	(SEAL
		Informa breus	(SEAI
		Antonia Wiener	(SEAI
ATE OF ILLINOIS)	1. Klalace	s Dellan	a nota
COUNTY OF COOK } 85.	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within nan Robert E. Wiener and Antonia Wiener, his wife		
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		same person(s) whose name(s)aresul	
	going instrument, appeared before	e me this day in person, and acknowledged that th	ey_signed, scale
	going instrument, appeared before and delivered the said instrumen	e me this day in person, and acknowledged that the as theirfree and voluntary act and deed, for the	ey_signed, seale
	going instrument, appeared before and delivered the said instrument therein set forth, including the re-	e me this day in person, and acknowledged that the tast the inference and voluntary act and deed, for the classe and waiver of the right of homestead.	ey signed, sealed uses and purpose
	going instrument, appeared before and delivered the said instrumen	e me this day in person, and acknowledged that the tast the infree and voluntary act and deed, for the clease and waiver of the right of homestead.	ey signed, sealer uses and purpor

RIDER ATTACHED TO AND EXPRESSLY MADE PART OF THAT CERTAIN TRUST DEED DATED OCTOBER 8, 1971

EXECUTED BY ROBERT E. WIENER AND ANTONIA WIENER, HIS WIFE

Mortgagors do further covenant and agree that they will not transie of cause to be transferred or suffer an involuntary transfer of any interst whether legal or equitable, and whether possessary or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, without the advance written consent of the mortgagee or its assigns, without the advance written consent of the mortgage or its assigns, the mortgage or its assigns may, in its or their sole discretion, and without due and payable.

Robert E. Wiener 20 Antonia Wiener

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			By Trust Officer	
	1,14,983	Continental Illinois Lational Bank		
		and Trust Company c. Chicago		
		As Trustee		
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2000		Name: CHICAGO TITLE AND TRUST COMPANY		
		Address: 111 WEST WASHINGTON		
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