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TRUST DEED

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This Indenture, made this 17th day of July, 19 72, at Waukegan, Illinois, between GERALD L. MILLER, a Widower and not since remarried hereinafter referred to as "Mortgagors," and CHARLES H. KAYE hereinafter referred to as "Trustee," Witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the Legal Holder or Holders of the Trust Deed-Installment Note hereinafter described, said Legal Holder or Holders being herein referred to as "Holders of the Note," in the principal sum of One Hundred Twenty Thousand and no/100 (\$ 120,000.00 ) Dollars, evidenced by one certain Trust Deed-Installment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest (computed from date of loan proceeds disbursement) on the balance of said principal sum remaining from time to time unpaid at the rate of 7 - 1/2 ~~xxxxx~~ per cent per annum in installments as follows: Eighteen Hundred Forty & 60/100 (\$1,840.60 ) Dollars on the 15th day of August, 19 72 and Eighteen Hundred Forty and 60/100 (\$1,840.60 )

Dollars on the 15th day of each 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 15th day of July, 19 79. All 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 the principal of each installment unless paid when due to bear interest at the then maximum lawful rate of interest per annum, and all of said principal and interest being made payable at such place as the Holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the offices of Citizens National Bank of Waukegan, Illinois.

NOW, THEREFORE, the Mortgagors, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of ~~Cook~~ Cook and State of Illinois, to-wit:

The West 120.34 feet as measured on the northerly and southerly lines thereof of Lot 11 in Higgins Industrial Park, Unit No. 2, being a Subdivision of part of the North West quarter of the North East quarter of Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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Name: Citizens Natl Bank of Waukegan  
Address: 214 Washington  
City: Waukegan Ill  
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which, with the property hereinafter described, is referred to herein as the "premises."

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TOGETHER with (1) all right, title and interest of the Mortgagors or Mortgagors' successor in title, if any, in and to any land lying in the bed of any street, road, avenue, alley or right-of-way opened or proposed, or hereafter vacated, in front of or adjoining the above described real estate; (2) all improvements, tenements, easements, fixtures and appurtenances thereto belonging; (3) all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking or damaging by eminent domain the whole or any part of the mortgaged premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the Trustee, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this Trust Deed and its accompanying Note, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagors hereby covenant and agree, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the Trustee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever; (4) all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); and (5) all fixtures and articles used in occupying, operating or renting the building on the premises, including but not limited to gas and electric fixtures, radiators, heaters, washers, driers, engines and machinery boilers, ranges, elevators, escalators, incinerators, motors, dynamos, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, tools and equipment, ventilating apparatus, air-conditioning equipment, mirrors, mantels, paneling, cabinets, refrigerating plants, refrigerators, whether mechanical or otherwise, stoves, cooking apparatus and utensils, fire prevention and extinguishing apparatus, furniture, shades, blinds, curtains, curtain rods, draperies, awnings, screens, screen doors, storm windows and doors, blinds, rugs, carpets and other floor coverings, lamps, draperies, curtains, hangings, pictures and other furnishings, and all replacements thereof and additions thereto, all of which shall be deemed to be and remain and form a part of the real estate and are hereby covered by the lien of this Trust Deed.

TO HAVE AND TO HOLD the premises unto the said Trustee, his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights, and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois which the Mortgagors do hereby expressly release and waive.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Trustee or the Holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general real estate taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Trustee or the Holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest. Mortgagors agree that at any time the Holders of the Note direct they will deposit with the Holders of the Note, simultaneously with the payment of the installments herein reserved, one-twelfth of the amount (as estimated by the Holders of the Note) sufficient to pay the general real estate taxes, special assessments, and other charges on the premises that will become due and payable during the ensuing year.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Holders of the Note, under insurance policies payable, in case of loss or damage, to the Trustee for the benefit of the Holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, the Trustee or the Holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by the Trustee or the Holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the Trustee for each matter concerning which action here authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then maximum lawful rate of interest per annum. Inaction of the Trustee or the Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.

6. The Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, and without notice to the Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagors herein contained.

7. In case of default herein the Mortgagors waive all right to the possession, income and rents of said premises (including accrued and unpaid income and rents) and thereupon it shall be lawful for the Trustee or the Holders of the Note, and they are 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 (accrued or otherwise), and apply the same less the necessary expenses for the collection thereof, for the care and preservation of said premises, including in such expense the payment of Trustee's fees, insurance premiums, taxes, assessments and water charges, to a reduction of said indebtedness; and that when the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holders of the Note or the Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or the Holders of the Note for attorney's fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as the Trustee or the Holders of the Note may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then maximum lawful rate of interest per annum, when paid or incurred by the Trustee or the Holders of the Note in connection with (a) any proceeding, including probate, and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of a suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) The deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

11. The Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. The Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall the Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of the Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. The Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and the Trustee may execute and deliver a release hereof, to and at the request of any person who shall, either before or after maturity thereof, pro-

