21 196 148

This Indenture, made at Chicago, Illinois, this ROBERT W. WICK and LINDA L. WICK, his wife, of Chi cago, Cook County, Illinois

, 19 70 . by and

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:

Whereas, the said

ROBERT W. WICK and LINDA L. WICK, his wife

hereinafter 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 ----NINETEEN THOUSAND SIX HUNDRED AND NO/100ths----- Dollars (\$ 19,600.00 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 . 19 90 -August 1

To further sec ure 'e obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the First month, commencing september 1, 19 70, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual ral axes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allow needs interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or notehouer shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the pe ment thereof, except upon presentation of such bills. The Grantors further egree to deposit within 10 days after receipt of demand therefo. ar / deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, 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 or in the no excess the leading of the note may at its option, without being required to do so, apply any moneys at the time on deposit on any of Greator's obligations herein or in the note contained in such order and manner as the holder the note may elect. When the indebtedness secured her by h s been fully paid, any remaining deposits shall be paid to Grantor or to the then

the note may elect. When the independences secured her by his been lany pane, any remaining deposite shall be paid to ordance of the mortgaged premises.

The note secured by this Trust Deed is the following endorsement: "Exclusive of the payments herein required, the makers of the within note reserve unto themselves the right, option and privilege of paying One Hundred Dollars (\$100), or any multiple thereof, without premium, bonus, or penalty, on any monthly payment late e.g. amount so prepaid to be applied on the then last maturing principal

Interests, said note bears interest from August 1, 1970 unt maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments o principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided, at one rate of the continental Illinois National Bank and There Chicago Chicag and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder 'acres' may from time to time appoint in writing

Now, Therefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and i. fr to r consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:___

> Lot 25 (except the East 5 feet thereof) in Block 3 in Edgewood Terrace being Charles James Subdivision of Lot 7 and Lot 17 (except the South 33 feet) in County Clerk's Subdivision of the South half and the North East quarter of the South West quarter of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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 distributions placed in a 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 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.")

On Haur and On Hold 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 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 hereby secured, the said Grante 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 no 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 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 sum necessary for the protection, enforcement, or collection of this, security, gas dany and all moneys paid for any such purpose, with interest froom from the respective dates of payment at the rate of sewan-per cent (1796) annually, shall become so much additional indebtedness secure hereby, and shall be included in any decree of forvelosure hereof, at 'shall be paid out of the rents and pr

that the Trustee shall at all times have on deposit a sull cient amount to protect it against any loss or damage as atoresaid.

It is further made an express condition and covenar here f, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and that neithe, 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 of Illings, and arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust deed, and hat he lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other distriction of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other distriction of this instrument for record in the office of the lece de or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lien shall take case of such subsequently accruing claims, and all contractors, subcontactors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the allower property and agree(s) to keep all brildings.

As additional security for the payment of the aforesaid indebtedness, the Grant r(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continu nee of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of said buildings and a xtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war dume; but it is addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war dume; but it is addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance companies to be ar proved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit of the noteholder by he issual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or noteholder. Any rer was policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being renewed or priced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the holder may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of saven per cent 'Trustee' and may are a form a term not to exceed five (5) years, and may be included in any decree of foreclosure hereof; but it shall not be obligatory upon he Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any loss thereon or said be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empowered to colect the same, with or without suit, and give receipts therefor.

The Trustee or

and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion, a'. r'anns under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers, e' ad all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the principal note, and if the Grantor(s) shall, within fifteen (15) days after receipt of written notice of such election, give security, satisfactory to the Trustee, or noteholder and specifications to be approved by and deposited with said Trustee or noteholder end for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under architect's corticates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or the no eholde, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures under the sum revision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder as it, or the no eholde, restoration, with interest thereon from the respective dates of payment thereof at the rate of force or the payment of the payment of the payment thereof and the indebtedness secured by this trust deed and shall be included in any decree of forcelos

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.

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 noteholder, and the Trustee or noteholder, 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 noteholder, 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 wall 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 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 in

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(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 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 be paid out of the protects of the proceeds 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, 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 1's, "rustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of \$200 per c 10 (27.5) 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.

Notwithstr...dir any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the r.aker (s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s, r, d t e Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indeb thereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona tide the central noteholder, taking before maturity, shall be affected as to the benefit of this security by any equities or matters of defense which may east in favor of any party interested against any prior holder of the note held by such noteholder.

The word "noteholder," nere r 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 of introductores secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgages, or tes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Truste, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, the advantage, and the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of ay 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 not, holder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay any s ch 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 with interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various righ s, powers, options, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of an exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations herein for ained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the fer nit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Trustee in the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of it, his, or beir own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing as afore itd shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and e ery such right and power may be exercised from time to time as often as may be deemed expedient.

The trustee or the noteholder shall have the right to inspect the premises a all essonable times and access thereto shall be permitted for

In case said Continental Illinois National Bank and Trust Company of Chicago as'. it succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of as a set or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successor ship, 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 convey? ... The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trust deed.

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

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in so he went and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the rot. It in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust ded, inth identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors 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 this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

	Robert W. Wick (SE'L) (SEAL)	•
	Linda L. Wick (SEAL)	6
COUNTY OF COOK } ss.	I,a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Robert W. Wick and Linda L. Wick, his wife	21. 196
	personally known to me to be the same person(s) whose name(s)	148
E DON	Notary Public	

OFFICIAL CC

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED JUNE 24, 1970 EXECUTED BY ROBERT W. WICK AND LINDA L. WICK,

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 subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagers without the advance value to consent of the mortgagee or its assigns, the mortgagee or its assigns are the relative to the mortgage or its assigns. the overage of the short of the may, it its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

UNOFFICIAL COPY

Chicago, Illinois, The principal note described in within trust deed has this day been identified by the undersigned by an endorsement thereon. Trust Deed Continental Bllinois National Bank and Trust Company of Chicage ROBE I W. WICK and LINDA L WICK, his wife Trust Officer Continental Illinois J.atio tal Bank and Trust Company of Thicago Diff Clark's Office As Trustee Chicago ed, Illinois Continental Illinois National Bank

END OF RECORDED DOCUMENT

5-06-085 8-11-62

and Trust Company of Chicago CHICAGO, ILLINOIS ADDRESS OF PROPERTY: 6058 West Bryn Mawr Avenue Chicago, Illinois 60646