UNOFFICIAL CO

This Indenture, made at Chicago, Illinois, this

28th

day of

, 1970 , by and July

RALPH J. STEFFEN and LILLIAN C. STEFFEN, his wife, of Chicago, Cook County, Illinois

bereinafter 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:

Whereus, the said

RALPH J. STEFFEN and LILLIAN C. STEFFEN, his wife

justly indebted to the legal holder of that certain principal promissory note, the identity of which is hereinafter called the Maker(s), are evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of Dollars (\$ 18,000.00 --EIGHTEEN THOUSAND AND NO/100thsand is due and portal c as follows: In installments as provided in said note, with final payment of principal and interest due, if not soon 19 90 :--

August: ' To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month, commencing Ser tember 1 , 19 70, until the indebtedness hereby secured shall have been fully paid, an amount equal to one twelfth of the annual real state taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or twelfth of the annual real stat) taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allow are of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteh the 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 young therefore, taxeful upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand there or so deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be if or cas thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the rows 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 note secured hereby, 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 Gra tor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness sured or each fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

the note may elect. When the indebteness at my a creary mas are the note may elect. The mortaged premises the note secured by this trust deed is not sect to prepayment in accordance with the terms thereof. The principal note secured by this trust deed f are the following endorsement: "Exclusive of the payments herein sequired, the makers The principal note secured by this trust deed f are the following endorsement: "Exclusive of the payments herein sequired, the makers of the within note reserve unto themselves the right, which and privilege of paying One Hundred Dollars (\$100), or any multiple thereof, at the within note reserve unto themselves the right, which and privilege of paying One Hundred Dollars (\$100), or any multiple thereof, at the within note reserve unto themselves the right, which and privilege of paying One Hundred Dollars (\$100), or any multiple thereof, at the within note reserve unto themselves the right, which are the payment of the payments herein sequined.

Hippers, said note bears interest from August 1. 1/70 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all pay of principal and interest after maturity (whether said note shall mature by large of time on by consequently until paid, all of which principal and interest is payable in lawful money of the United States as merica at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the l gal he der thereof may from time to time appoint in writing.

Num. Cherefure, for the purpose of securing the payment of the process of the covenants and agreements herein contained to be performed by the Grantur(*), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantur(*) hereby convey(*) and warrant(*) unto the fructee the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot Twenty Six (26) in Block Four (4) in Walter G. McIntosh's 1. son Avenue Addition to Chicago, A Subdivision of the South West Qualier of the North East Quarter of Section 17, Township 40 North, Range Thirt en (13), East of the Third Principal Meridian.

:::: -::.: i...: : : together with all and singular the tenements, hereditaments, easements, privileges, appendages and opportenances thereunto belonging or 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 sasigned to the Trustee), and all apparatus and fixtures of every kind on 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, sir, 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, bollers, ranges, motors, doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, doors, storm windows, storm doors, shades, which will be stored and it being expressly undervented expensive the sum of the substitutions therefor or additions therefor 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 foregoing items of property (and all substitutions therefor or additions therefor are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes estate, and that all of the same are hereby conveyed, assigned and pl

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On Haur unto On Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the 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 in 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 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 chibit 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(a) 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 nay out any other sum or sums necessary for the protection, enforcement, or collection of this segrity-gand any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the fast of seeds the conditions of the rents and proceeds of sale of said premises if not otherwise paid by said Grantor(s); and it shall not be obligatory, in advancing or disbursing moneys for any purpo

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

It is further made an express condit in and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and he weither 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 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 said Grantor(s) nor any other person shall have any part thereof, unless such lien shall first be wholly waived as against thi trust de-d, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior trany there lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in 10 office of the Recorder or files of the County in which the mortgaged property is alterated, subsequently accruing claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of the subsequently accruing claims, and all counts; one subsequently accruing claims, and all counts one subsequently accruing claims, and all counts; one subsequently accruing claims and all counts; one subsequently accruing claims and all counts.

As additional security for the payment of the aforesaid indected eas, the Grantor(s) covenant(s) and agree(s) to keep all buildings and firtures that may be upon the said premises at any time our is a constant of said indebtedness, insured against loss or damage by five with extended coverage endorsement for the full insurable value. It buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance acluating was demage isomeroes. If swellable, in such as shall be adequate to protect the mortgaged property, all in responsible insurance core. It is to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit if the netholder 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 by graves or reason insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of seems per cent. (4: 3) are not insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of seems per cent. (4: 3) are not insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of seems per cent. (4: 3) are not insurance for a term not to exceed five (5) years, and all moneys paid therefor, any decree of foreclosure hereof; but it shall not ability 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 it our not, any loss thereunder shall be deemed payable to the Trustee its herefor.

The Trustee or noteholder is based by an appropriate to advance to provide the sum of the provided in the provided the provided to a declared in said policies; and the Trustee is hereby authorized.

and give receipts therefor.

The Trustee or notcholder 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 the may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures dame for a restoration significant of said agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after recipt of written notice of such election, give security satisfactory to the Trustee or notcholder for the complete rebuilding or restoration of said by idings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said that is compared to a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, and a reflect and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be forthwith applied by the Trustee or not the first terms of the Grantor(s) shall fail to give security, as showe provided, then such insurance money shall be forthwith applied by the Trustee or not be defined and the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the notcholder and purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of several planton of the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of several planton the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of several planton the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of several p

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empo re ed 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 dar age, to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the notcholder mar elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same cordinates with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovery. It is 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 who the terms thereof, either of principal or interest, or of any breach by the Grantov(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 Grantov(s), with like effect as if the same had then matured by express terms.

It is 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 exter into and upon and take possession of the premises hereby covered, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, leas 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 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 of 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 its 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, with power to take possession, charge, and control of said premises, to lease 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 the

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UNOFFICIAL COP RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED JULY 28. EXECUTED BY RALPH J. STEFFEN AND LILLIAN C STEFFEN. HIS WIFE Mortgagors do further coven at and agree that they will not transfer or cause to be transferred or suffer an 'n cluntary transfer of any interest, whether legal or equitable, and whether poss ssary or otherwise in the mortgaged premises, to any third party, so long as the de't secured hereby subsists, without the advance written consent of the mortgagee or its as it as, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assign may, in its or their sole discretion, and without notice to the mortgagor, declare the while of the debt hereby immediately due and payable. It is further expressly covenanted and agreed by the Grantor(s) that, in case of 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 notcholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, antorney'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 proceedings to foreclose this trust deed, whether decree of foreclosure shall have been paid and the state of the indebtedness secured by the strust deed and he paid out of the review or out of the proceeding of the proceeding in any decree foreclosure, this trust deed and he paid out of the review or out of the proceeding in any decree foreclosure this trust deed and he paid out of the review or out of the proceeding in any decree of recolosure and any other state of the state of the state of the paid out of the review or out of the proceeding of the state of the s

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 the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of switch per cent (1%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal mone re, aiming unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwinsta. Ing any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the principal note 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 indexted ess hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bon. a' a noncent noteholder, taking before maturity, shall sefected as to the benefit of this security by any equities or matters of defense which hay exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "notcholder," vb rever used herein, means the holder or holders of said principal note.

It is expressly agreed by the active hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax ou notes, bonds, or other evidences of ind tedness secured by mortigage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, morting get or notes, bonds, or other evidences of indebtedness secured by trust deed or mortigage shall be in any way changed, as a result of which the "instee, mortigage, or holder of such notes, bonds, or other evidences of indebtedness are such to which the payment of such to the another of the indebtedness hereby secured shall, at the opt in of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) will shall not be required to pay to 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 a lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the varius rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no or 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 hereinder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure to the henefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said true nor the notholder, nor any of their agents or attorners, shall incur any personal liability for acts or omissions hereunder, except in cour in, his, or their own gross negligence or miscondort. No delay or omission to exercise any right or power accruing upon any default cor into ig, as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, are 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 inspect the premise ... U reasonable times and access thereto shall be permitted for

In case said Continental Illinois National Bank and Trust Company o. Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major port on f its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such as recessorable, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by the instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further transfer more properties. 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 from . U. trust writing filed in the Office of the Recorder or Registrar of Titles of the county in which this i str ment

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, the and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder o. Jeeds of the country in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under the title to said premises shall thereupon become and be vested in such successors in trust, respectively, for the uses and purposes storeasts.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any or at redecree of foreclosure of trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Grantor, acquiring any est in or title to the premises subsequent to the date of this trust deed.

SEE RIDER ATTACHED HERETO AND EXPRESSIX MADE A PART HEREOF.

Witness, the hand(s) and seal(s) of said Grantor(s) the date first above-written. Straff length to circle Ralph J. Steffen eposit D to unique Lillian C. Steffen (ELAT) Amy M. McGinnis

STATE OF ILLINOIS }

public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within name Ralph J. Steffen and Lillian C. Steffen, his wife

going instrument, appeared before me this day in person, and acknowledged that they signed, scaled, and delivered the said instrument astheir free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Notary Public

UNOFFICIAL COP ŋ The principal note described in within trust deed LOAN No has this day been identified by the undersigned by Trust Deed Continental Blinois Pational Bank and Crust Company of Chicago As Trustoe, LILLIAN C. STEFFEN, his wife To Continent at Illinois National Bank and Trust Company of Chicago As Trustee Rea E a'o Department Continental Minois National Bank and Crust Company of Chicago CHICAGO, ILLINOIS ADDRESS OF PROPERTY: nileie'i ywydd 4504 North Mason Avenue Chicago, Illinois