21 251 439

This Indenture, made at Chicago, Illinois, this JAMES B. KLEIN and EVELYN S. KLEIN, his wife,

August

. 19 70 . by and

Chicago, Cook County, Illinois

inafter 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, as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Mhereas, the said

JAMES B. KLEIN and EVELYN S. KLEIN, his wife

herein. 'er called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidence a by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of and is due and pay the as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner paid, on Sertember 1 --- 19 94-

To further s cu. the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each month, commencing factorer 1, 1970, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real e are taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allow accompanies of interest, for application toward payment of taxes, special assessment levies and insufance premiums when due, but the Trustee, or note order, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies due, but the Trustee, or note order, 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 representation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor are for a receipt of demand therefor are for a receipt of demand therefor are for a scheme the second insurance bills when issued shall be more as thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess in the 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 most sective thereby, 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 Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured acreby has been fully paid, any remaining deposits shall be paid to Grantor or to the then

owner or owners of the mortgaged premises.

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

The principal note secured by this trust deed bears as colonwing embrements the terms of the payments foreign required, the matter solves the right, operar and privilege of paying One Hundred Dollars (\$100), or any multiple thereof or penalty, on any monthly payme it date, any amount so prepaid to be applied on the then last maturing principal

Histeris, said note bears interest from September 1, 1970 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payment of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter privid 1) at the rate of 1970 per cent 1970 annually until paid, all of which principal and interest is payable in lawful money of the United States 1. Ar crica at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal 1 std 2 thereof may from time to time appoint in writing.

Num. Therefure, 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 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 Tru the following described real estate situated in the County of Cook and State of Illinois, to wit:

The Westerly 110 feet (measured on Hazel Avenue) of Lot 8 and Southerly 34 feet (measured on Greenwood Avenue) of Westerly 110 feet of Lot 9 in Block 32 in the Village of Glencoe, Subdivision of parts of Sections 5, 6, 7 and 8, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

together with all and singular the tenements, hereditaments, casements, 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 surplying or distributing the building but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of surplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all sercens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathiubs, carpets, floor coverings, windows 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) hereto) 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.")

Un Haur and Un Hald the mortgaged premises and property unto the Trustee, its successor or successors in trust and assign 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 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 hy the Trustee, or the noteholder, to exhibit receipts therefor; out 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 icase of the failure of the Grantor(s) so to pay taxes, water charges, or special assessments, or tokept 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 redeems 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 any out any other sum or sums necessary for the protection, enforcement, or collection of this genuity, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of phyment at the rate of action for the control of the

or 13 jurner covenant(s) to mix such additional deposits as the Trustee and the noteholder from time to time may deem necessary in order that the Trustee shall at all the shave on deposit a sufficient amount to protect it against any loss or damage as aforesaid.

It is further made an express and tion and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or sufficient and the transfer shall for any mechanic's lieu und'r the laws of Illinois, can arise against or attach to said premises and unless such lieu shall first be wholly waived as against this "" deed, and that the lieu of this trust deed shall extend to any and all improvements; fixtures, now or hereafter on said premises, as 'ror to any other lieu thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for reco d in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is aituated, subsequently accruing claims, and all our vorsa, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to the soais in activeness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any the ring the continuance of said indebtedness, insured against loss of damage by fire with extended coverage endorsement for the full insurable view of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance of said building war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurant accompanies and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance for said buildings and fixtures inot protect the mortgaged property, all in responsible insurant ac

and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compr mire, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts meases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal not may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixture dame ged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of a buildings and fixture; within a reasonable time, in accordance with plans and specifications to be approved by and deposited with sai. The stee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied up deer architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress, and if the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder, and if the Grantor(s) shall fail to give security, as above provided, in a cases of the insurance money, paid by the Trustee or noteholder or the purpose of such restoration of the indebtedness secured hereby, or to the restoration of said building fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the notion der or the purpose of such restoration of which interest thereon from the respective dates of payment thereof at the rate of Satelli per cere (ATC)—nually, shall become so much additional indebtedness secured by this trust deed and shall be included in any

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empower 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 dan iges to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the notehold remay elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys received 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 according 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, it en 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 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, 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 evenanted and agreed that, upon any such breach, the legal holder of said principal rote, or the Trustee for his benefit, shall have the right to immediately forcelose 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 forcelosure 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

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 (3) taxes, special assessments, water charges, and interest; penalties and costs, in content of the provements 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 slenographer'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 white of them shall be or he 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 diamissed, 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.

The shall be included in any decree foreclosure in this trust of the proceeding of any sale made.

Tere hall 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 pur unare of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and true'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 notcholder, for any purpose authorized in this rust deed, with interest on such advances at the rate of swift per cent (2), annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money re as uning unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstan ing any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the note of the principal note hereby secured.

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

The word "notcholder," w' never used herein, means the holder or holders of said principal note.

It is expressly agreed by the part's verte that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of inducted esses ceured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgage. At ones, bonds, or other evidences of indebtedness may be come chargeable with the payment of such tax, then and in a y such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of a y such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the option if the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay any such a 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 it with interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various glt, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of there exclusive of the others, or of any rights or remedies allowed by law, and that all the conditions, covenants, provisions, and obligations nerestand, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the benefit of the heise, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Truste nor 'a otcholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except 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 default continuin; 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 cover such right and power may be exercised from time to fine as often as may be deemed expedient.

The trustee or the noteholder shall have the right to inspect the premise. . a' reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chicage shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of 33 sets, 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 i str ment become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any or further transfer or convaince. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this rust deed.

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

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and it is chevent and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of accounty in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust leed with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in trust leep clively, 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 r 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 Granton, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

SEE RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF. Witness, the hand(s) and seal(s) of said Grantor(s) the date first above written

James B. Klein

(SEAL)

Evelyn S. Klein

(SEAL)

Colette Meier a notary

STATE OF ILLINOIS } as.

public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within

therein set forth, including the release and waiver of the right of homestead.

and notarial scal this 28th day of August 107

Colette Meier

Notary Public

My Commission Expires 10/7/71.

RIDER AT ACHED TO AND EXPRESSLY MADE A PART OF THAT CL. A. TRUST DEED DATED AUGUST 27, 1970 , EXECUTED BY JAM S B, KLEIN AND EVELYN S, KLEIN, HIS WIFE

Mortgagors do further covenant and agree 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 here y suisists, without the advance written consent of the mortgagee or its assigns, and in the that in the event of any such transfer by the mortgagors 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 notice to the mortgagor, declare the whole of the delth hereby immediately due and payable.

| Agree | Ag

Energy X Evelyn S. Klei

Chicago, Illinois.

Terust Deed

Trust Deed

JAN 25 B. KLEIN and

EVELY 1.5 KLEIN, his wife

Continental Illinois Pational Bank and Trust Company of Chicago

As Trustee

Continental Illinois Sational Bank and Trust Company of Chicago

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END OF RECORDED DOCUMENT