MUNOFFIC AL65995OPY

This Indenture, made at Chicago, Illinois, this

13th

of March

, 19⁷⁴, by and

between Thomas E. Blake and Arlene Fay Blake, his wife, of Pittsburgh, Allegheny County Pennsylvania,

hereinafter cometimes 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 Thomas E. Blake and Arlene Fay Blake, his wife

hereinafter called the Maker(e), are lustly 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

and is due and payable as follows: in installments as provided in said note, with final payment of principal and interest due, if not sconer paid on . April 1 . , 1999 .

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the day of each month commencing May 1, 19,74, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelffit of the .n. val real estate taxes, special assessment levices and increase promiums. Said sums shall be held by the Trustee, or notehold it, without any allowance of interest, for application toward payment of taxes, special assessment levices and increase and increase promiums when due, but the Trustee, or noteholder, shall be under no obligation to accretain the correctness of or to obtain the tax, special assessment levices or increase bills, or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days at in repolit of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levices. The increase is not a general and specially for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the proving 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, at liviar 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 it note may elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then ower of owners of the mortgaged premises.

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

TIMPERS, said note bears interest from April 1, 1974 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, www interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by accoloration, as therein and hereinster provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful mo ey of the United States of America at the office of the Continental illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or 't such olace as the legal holder thereof may from time to time appoint in writing.

Natur, Therefore, for the purpose of securing the revment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be perfor and 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 water and so unto the Trustee the following described real estate climated in the County of Cook and State of Illinois, to wit:

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Lot 186 in Plum Grove Countryside Unit No. 7, Le'ng a subdivision of part of Section 26, Townsh. / / North, Range 10, East of the Third Principal Meridian, to cording to the plat thereof recorded June 18, 1963 as accument 18828919, in Cook County, Illinois.

fogether with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging in anywase 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 Trustes), and all apparatus and fixtures of every kind for the purpose of supplying or distributing but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether eingle units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, relaters, heaters, engines, machinery, bollers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, turnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are heroby 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 herefulater referred to heroin as the "promises" or the "mortgaged proporty.")

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Un Haur and Un Hald 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 Granter(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 indebtodess 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 Granior(s) and the Maker(e) hereby covenant(s) and agree(e) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indebtodness 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 (evide or assessed upon said promises or any part thereof, and, upon domand 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 elituated, all water charges against said premises, and, upon domand 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 fallure of the Granter(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 thoroun, then the Trustee or purchase any tax claims or other isons thereon, then the Trustee or purchase any tax claims or other isons thereon, then the Trustee or purchase any tax claims or other isons thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or pay cut any other sum or sums necessary for the protection, onforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of eight per cent (9%) annually, shall become so much additional indobtodness source thoroby, and shall be included in any decree of oregine hereof, and shall be paid out of the rents and proceeded in prope

essary in order that the true serval at all times have on deposit a suincient amount to protect it against any loss or damage as aforesald.

It is further made an exprezuo illon and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suiffued and that heighter said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's liet us der the laws of lilinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be whelly walved as or limit this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or horeafter on said premises, or orier to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filling of this instrume it for record in the office of the Recorder or Registrar of Titles of the County in which the mortagaged property is altused, subsequently accruing claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all contractors, audocentractors, and other parties dealing with the mortagaged property, or with any parties interested therein, are hereby required.

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or with any parties interested therein, are hereby requised to be above provisions.

As additional security for the payment of the 4 foresa d indobtedness, the Grantor(e) covenant(e) and agree(e) to keep all buildings and fixtures that may be upon the said premises at any time furing the continuance of said indobtedness, insured saginst loss or damage by fire with extended coverage endorsement for the full insure alex alue of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other are not including war damage insurance, if available, in such amounts as shall be adequate to protect the mortaged property, all in respons ale a revinace companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustice of the noteholder by the usual mortage 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 he expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above above and the prior policy being renewed or replaced. In case of real term not to exceed five (5) years, and all moneys paid the above a vivil interest at the rate of eight per cent (6%) annually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such, is unneed. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so during the discretion all claims under such safety.

The Trustee or the same, with or without suit, and give receipts thereon.

The Trustee or noteholder is hereby empowered to adjust, collect, and companies. In its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, recuptor releases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of set, principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the building and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within filteen (15) was after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or the state of the st

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby on powered 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 or damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the new holder may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, ur an time and conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurince in oneys recovered by the Trustee.

It is surther covenanted and agreed that, in case of default in making payment of said note, or any installment due in accorder so 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 indebtdness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of an 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.

as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby waive(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or 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 eald premises, including the payment of Trustee's fees, insurance premiums; costs of operation of eald 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 eald indotedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of eald principal note, or the Trustee for his bonofit, shall have the right to immediately foreclose this trust deed, and upon the filling of any bill for that purpose, the court in which such bill is filled 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 colvency or insolvency at the time of such application for a receiver, of the person or persons then illable for the payment of the judobtodness secured hereby, and without regard to the theory and without regard to the theory of the person or persons then illable for the payment, of the judobtodness secured hereby, and without regard to the theory of the person or persons then illable for the payment, of the judobtodness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

thereon insured and in good ropalr, 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 adducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in party of any or all of the following items: (1) amount due upon the indebtedness secured bereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance promiums or repairs, as aforesald, upon the improvements upon said premises, or (4) taxes, special assessments, water chages, 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 proceedings or preparation therefore, and also all outlays for documentary evidence and the cost of a complete abstract of title to eald 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 intuited, 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 fills 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 decor of foreclosure shorld. No proceeding to foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed, and shall be allowed in any decor and stonographer's fees, shall have been paid.

There shall be included in any decrea foreclosing this trust deed and he said out of the route, or out of the propagate of any said made.

There shall be included in any decree foreclosing this trust doed 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 sult or sults, advortising, sale, and conveyance, including atterney's, stenographor's and trustee's fees, outlays for documentary evidence and cost of sale abstract and examination or opinion of tillio; (2) all the moneys advanced by the Trustee, or by the noteholder, for any purpose authorized in this trust doed, with interest on such advances at the rate of eight per cent (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of sale principal money remaining unpaid. The overplus of the proceeds of sails, if any, shall then be paid to the Grantor(s), or reasonable request.

Notwithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the maker(s) thereof shall in no event coase until the payment in full with interest of all indebtedness hereby secured.

The 3" ntor(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 princips! Indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, an that no bona fide innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of d'une which may exist in favor of any party interested against any prior holder of the note hold by such noteholder.

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

It is expres ". as ead 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 e' is eas of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deed of mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgages shall be in any way changed, as a refund which the Trustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the pay ant of such tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within tenty (20) days after written "site", the amount of any such tax on the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay such tax in excess of an amount which, when added to the indebtedness to be paid by the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agranding whole exceed the maximum natural interest rate allowed in the State of lilinois.

It is further covenanted and agranding whole exceed the maximum natural theory appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and oblinain the state of the content of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and of the content of the others, executors, administrators, successors, and assigns of the respective parties hereto, provided always that n lither said Trustee nor the noteholder, nor any of their agents or atterneys, shall incur any personal liability for acts or or missions hereunder, are in case of its, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upor any default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiected therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

The Trustoe or the noteholder shall have the right to hand or the premises at all reasonable times and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Companion his beginning the succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a lajor portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall by virtue of such successorable, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon to this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity or any further transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunders, in juding the release of this trust doed.

The Trustee at any time acting hereunder may resign or discharge its if c, or d from the trust hereby created by a resignation writing filed in the Office of the Recorder or Registrar of Titles of the county in which the instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting her un't is instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting her un't. then and in such event and in the following order (1) Chicago Title and Trust Company, an fillinois Corporation, and (2) the Record 1 or Deeds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust deed, with 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 walves any and all rights of redemption from sale inder 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 judgm..... of address of such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

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ROBERT H. WEITZMAN 231 SO. LA SALLE ST. CHICAGO, ILLINOIS 60693 POLITICAL ILLINOIS 60693 ATION Fay Blake a not the same person (a) whose name (b) are subscribed to the form of the same person (b) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) whose name (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are subscribed to the form of the same person (c) are			Thomas E. Blake	(SE/
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CHICAGO, ILLINOIS 60693 Company			Malane Pay Black	(SF)
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	V	going instrument, appeared before and delivered the said instrument therein sections in mounting the rele bloom in the property and an	me this day in person, and acknowledged that as theirfree and voluntary act and deed, for lase and walver of the right of homestead. Inotarial seal, this	they signed, cealed the uses and purpose 19.27 19.27 Notary Public GH

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RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN TRUST DEED DATED
MARCH 13, 1974
EXECUTED BY THOMAS E. BLAKE AND
EXECUTED BY HEAKE, HIS WIFE

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 possessory 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 mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

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JNOEE (CALC COOK COUNTY, ILLINOIS FILED FOR RECORD Chilley R. Ohen RECONDER FOR ULEOS P. 9 9 9 9 9 32 H74 35 F53 955 Mar. 20 10 CAROLE J. HAP ATO Y Continental Illinois 3. acional Bank Chicago 90, Illinois 231 South La Salie Street a'd Trust Company of Chicago ARLENE FAY BLAKE, HIS WIFE Co.....entel Hinos Nettonal Bank THOMAS E. BLAKE AND 4277 Wilson Avenue Rolling Meadows, Illinois and Trust Comp. np of Chicago LOAN No. Continental Illinois Pational Bank and Crust Company of Chicago ADDRESS OF PROPERTY: CHICAGO, ILLINOIS Trust Deed 121865 REAL ESTATE DEPL 231 BLDG. — 15 BL an endorsement thereon. as this day been identified by the undersigned by The principal note described in within trust deed Continental Illimois Pational Banit and Censt Company of Chicago SS 628 822 Register No. As Trustee, 19-1074 11312

END OF RECORDED DOGUMENT