MAY 1 63-05-398 D

This Indenture, made at Chicago, Illinois, this

10th

day of April

, 1974, by and

between, Richard Thomas Johnson and Glenda N. Johnson, his wife, of Schaumburg, Cook County, Illinois,

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,

Mitneggeth:

Thereas, the said Richard Thomas Johnson and Glenda N. Johnson, his wife

hereinafter called the Maker(e), 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

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 June 1 , 1999 .

month commer ling July 1 ,19 74; until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the unival real estate taxes, special assessment levies and properly incurance promitume. Said sums shall be held by the Trustee, or noteholder, vithe it any allowance of interest, for application toward payment of taxes, special assessment levies and incurance promitums when due, but in it any allowance of interest, for application toward payment of taxes, special assessment levies and incurance promitums when due, but in it any allowance of interest, for application toward payment of taxes, special assessment levies and incurance promitums when due, but in it is not bills. The Grantors further agree to deposit within 10 days axes in a second in the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days axes in a second in the second that a second in the payment 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 an moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such paid to Grantor or to the then owner or meres of the mortgaged premises.

The Note secured by this Trust Der J subject to prepayment in accordance with the terms thereof.

Thereas, said note bears interest from June 1, 1974 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with 'teres on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as the erein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful mon yo' the United States of America at the office of the Continental illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or a term he place as the legal holder thereof may from time to time appoint in writing.

Natt, Cherefore, for the purpose of securing the perment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be personned by the Grantor(s), and in further consideration of the sum of one dollar (\$i.00) in hand paid, the Grantor(s) hereby convey(s) and wa rant(s) unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

RIDER ATTACHED TO AND EXPOSE Y MADE A PART OF THAT CERTAIN TRUST OF D JATED APRIL 10, 1974
EXECUTED BY RICHARD THOMAS JOINS IN AND GLENDA N. JOHNSON, HIS WIFE

PARCEL 1:
Lot 22 in Creekside, at Plum Grove Unit Number 1, according t in plat thereof recorded by the Recorder of Deeds, Cook County, Illino's call April 14, 1967 as document number 20109752 and being a resubdivision of Lot 1 in Louchios Farm Subdivision in the North half of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO
PARCEL 2:
Easement for the benefit of Parcel 1, for Ingress and Egress over Class
'A' Lots, said easement located on Lots 19, 20, and 21 as disclosed by
the plat of Creekside at Plum Grove Unit Number 1 according to the plat
thereof recorded by the Recorder of Deeds in Cook County, Illinois on
April 14, 1967 as document number 20109752 and being a resubdivision of
part of Lot 1 of Louchios Farm Subdivision in the North half of Section
35, Township 42 North, Range 10 East of the Third Principal Meridian,
in Cook County, Illinois and as set forth in Declaration by Pioneer
Trust and Savings Bank, an Illinois Corporation, as trustee, under trust
agreement dated October 6, 1966 and known as trust number 15713, dated
June 1, 1967 and recorded June 2, 1967 as document number 20154720.

22 792 61

219 201 73

-: ;;; -::::--::::--::-::-

22 702 612

UNOFFICIAL COPY

SEE RIDER ATTACHED HERETO AND MAD : A PART HEREOF

····

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances it areunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed the reon, the rents, issues in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed the reon, the rents, issues provided the property of the purpose of the property of the purpose of the property in the purpose of the property of the purpose of the property of the foregoing, all apparatus and fixtures of every kind for the purpose of the purpose of the property of the foregoing, all apparatus and fixtures of every kind for the purpose of the property of the foregoing, all apparatus and fixtures of every kind for the purpose of the property of the foregoing, all apparatus and fixtures of every kind for the purpose of the property of the foregoing, all apparatus and fixtures of every kind for the purpose of the property of the purpose of the property of the foregoing units or centrally controlled a screen, once, some whole, some of every kind for the purpose of the property of the foregoing thems of property (and all substitutions therefor or at all of the foregoing items of property (and all substitutions therefor or at all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be use and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with sall of the same are hereby conveyed, assigned and property. (All of these items of property, together with sall of the same are hereinafter referred to herein as the "premises" or the "mortgaged property.")

On Have atth Co Hold the mortgaged premises and property unto the Trustee as forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving 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 indebtedess 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 the lock shielt receipts therefor; to pay, within thinty (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, sail water charges against said premises, and, upon demand by the Trustee, or the nebolder; to exhibit receipts therefor; not to allow any building eracted 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(s) so to pay taxes, water charges, or special assessments, or rokeen said premises from any tax saie, 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 sums necessary for the protection, enforcement, 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 (8%) annually, shall become so much additional indebtedness secured hereby, and shall be placed out 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 purpose above authorized, to inquire into the validity of any claim or invalid so long as the Grantor(s) shall, ingood faith, object t

It is further made an xp ess condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done / suffered, and that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's here under the laws of illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived realist this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this incurrent for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, succesquently according claims for lien shall take care of this enclumbrance, rather than that this encumbrance shall take care of subsequently according claims, and all contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are her b required to take notice of the above provisions.

....

•:•••

or with any parties interested therein, are her binduled to take notice of the above provisions.

As additional security for the payment of the aforesald indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by five with extended coverage endottement for the full manufacture of said indebtedness, insured against loss or damage by five with extended coverage endottement for the full manufacture of said indebtedness, insured against loss or damage by five with extended coverage endottement for the full five said and fixtures that may be usual mortgage or the said in the first of said indebtedness, insured against loss or damage by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the frustee or the benefit of the noteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies; and all such policies; and all such policies is and of said to the first of the first of the first or noteholder. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 day the first of the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance above provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all moneys produced 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 rearnee. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although it to cleared in said policies; and the Trustee is hereby authorized and expowered to collect the same, with or without suit, and give recei, to the provision in the decretion all elements of the decretion all elements of the decretion all elements.

The Trustee or noteholder is hereby empowered to adjust, collect, an I compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs on the state processes, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal old or of said principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration on the unit display and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fift or 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 said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and oper sited with said Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shill use so epplied, under architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall provided, then such insurance money shall be fortiwith applied by the Tru tee or notholder as it, or the noteholder, may elect, to the immediate reduction of the Indebtedness secured hereby, or to the restoration of said buildings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by "or incholder for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per or incholder for the purpose of such restoration in incholder and property or any part thereof, shall be taken by condemnation, the Trustee is here'ly error powered to collect and

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is here' yer powered to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property for 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 came to the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of nourance 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 indebtdness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the opposition of the grantor(s), with our notice to the Grantor(s), with It is expected 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 thereup in the shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized a demovered 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 legal holder of said principal note, or the Trustee for his benefit, 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 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 redeemption, 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

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED APRIL 10, 1974 EXECUTED BY RICHARD THOMAS JOHNSON AND GLENDA N. JOHNSON, 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.

..:. ···· ·...:

ા !---:-

•

thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of fore losure rate and a said entry, point the row stitute type lod of rendent to read the count may, from time to time, authorize said receiver the party in a timout is remail into in hit hands after less citting reasonable come less to mother receiver and his solicitor to be allowed by the out. The paymen (it who it or in bethe of the profit of the receiver and his secured bereby, (2) amount the lipon and it is received in any state of the receiver and receivers, 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. 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 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 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 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 exists a proceeding the proceeding the paid out of the rents of cut of the rents of cut

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 sults, 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 eight per cent (8%) 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.

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 cease until the payment in full with interest of all indebtedness 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 indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bone fide innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "noteholder," wherever used herein, means the holder or holders of said principal note.

It is e.p. asly agreed by the parties hereto that in case the State of lilinois shall hereafter pass any law imposing a specific tax on notes, bor x. or other evidences 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 deeds, mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way charged, as a result of which the Trustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeat a vith the payment of such tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of any such tax on the note hereby secured, and in default of such payment, the whole of the index.ed est hereby secured shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, ". It the Grantor(s) shall not be required to pay any such tax in excess of an amount which, when added to the interest and other charges to be professional and account of the noteholder.

It is further covena, for it agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as of utilative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, privisions, and obligations herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be blinding under an allowed by law, and interest of the tent of t as often as may be deemed expedient.

The Trustee or the noteholder shall have the right o inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and In 1st Company of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment rester of a major portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successorship, become Trustee hereunder, with identical powers and authority, and the title to said premises stall nereupon forthwith, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without necessity of any further transfer or conveyance. 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 dis narge itself of and from the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the account in which this instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any unit acting hereunder, then and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) it a Recorder of Deeds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vessed in ruch successors in trust, respectively, for the uses and purposes aforesaid. purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemptic, if on 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.

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

Witness. the hand(s) and seal(s) of said Grantor(s) the dat

THIS INSTRUMENT WAS A REPARED BY ROBERT H. MAINTEMAN 231 SO. LA FALLE ST. CHICAGO, ILLINOIS 60693

STATE OF ILLINOIS | ss.

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

Richard Thomas Johnson and Glenda N. Johnson, his wife

personally known to me to be the same person(s) whose name(s) are going instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as the irree and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

do

Glenda N.

Richard Thom

Johnson

Silvert under my hand and notarial seal, this 25 day of

My Commission Expires Sept. 28, 1976

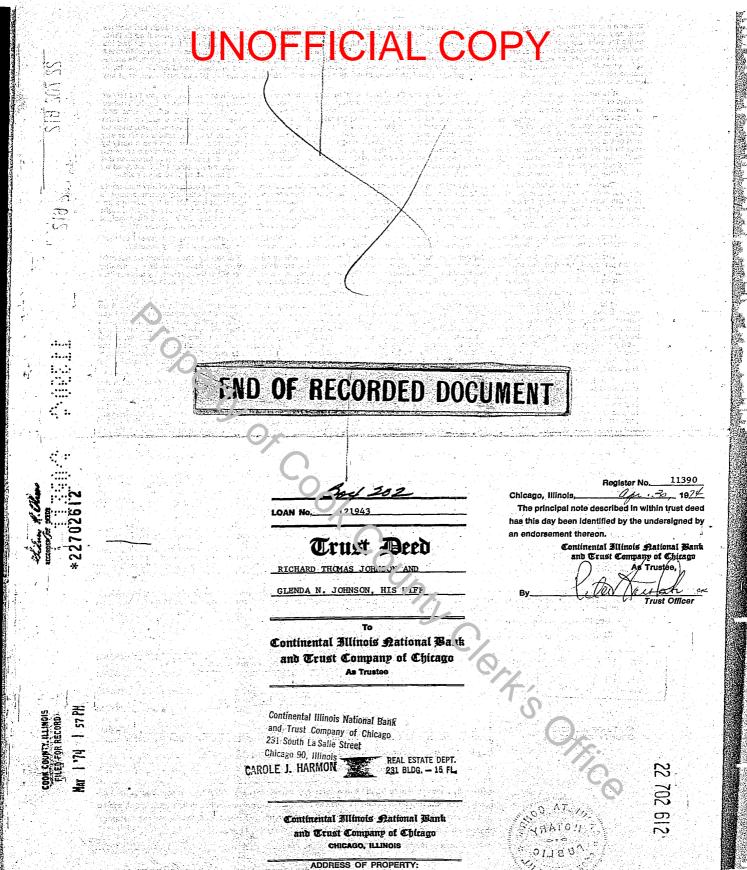
Notary Public

(SEAL)

(SEAL)

(SEAL)

notary wit die ...med



2 BLACK TWIG ROAD ROLLING MEADOWS, ILLINOIS 60068