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JUN 18 63-18-504D

This Indenture, made at Chicago, Illinois, this , 19 74 by and 7th day of June between, GEORGE W. DICKINSON, JR. AND GLYNDA V. DICKINSON, HIS WIFE, OF FINDLAY, HANCOCK COUNTY, OHIQ

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,

Witnenseth:

Whereas, the said GEORGE W. DICKINSON, JR. AND GLYNDA V. DICKINSON, HIS WIFE

hereinafter called the Maker(s), ARE justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of THIRTY EIGHT THOUSAND AND NO/100ths------Dollars (\$ 38,000.00

and is due and a ab) as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner August , 1999. paid on

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the FIRST day of each month commencing 50 e er 1 , 1974, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real er ate tixes, special assessment levies and property insurance premiume. Said sums shall be held by the Trustee, or noteholder, without any allower co of interest, for application toward payment of taxes, special assessment levies and insurance promium when due, but the Trustee, or no tender, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or increases the trustee, or after a trust of the Grantors further agree to deposit within 10 days after receipt of demand the ofor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bille when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general end special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this a list 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 final 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 ever without the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mor and ed premises.

The Note secured by this Trust Deed is subject () prepayment in accordance with the terms thereof.

Eligence and note bears interest from August 1974 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payr and of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and herein; iter are ided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

Ann. Therefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Gra. tor(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 Tuste 3 the following described real estate situated in the County of COOK and State of Illinois, to witt.

The South 61.50 feet of Lot 13 in Allison's Addition to A in ton Heights being a Subdivision of the South West quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Poild an (except the West half of the South West quarter and the South of the East half of the South West quarter thereof) in (ou'v County, Illinois**



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together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind or the purpose of supplying or distributing heat, light, air, 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, cinks, bathtubs, carpots, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now 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 hereby conveyed, assigned and pleedged, 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 improvements thereon, are hereinafter referred to herein as the "premises" or the "mortgaged property.")



Un Hatte and Un Hall 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 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 no noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises, and, upon demand by the Trustee, or the orthoholder, 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 vitue of this instrument; and in case of the failure of the Grantor(s) so to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any liens thereon, then the Trustee or, the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax 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 sum 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 the protection, and shall be paid out of the rents and proceeds, of said of said premises if not otherwise paid by said Grantor(s); and it shall not be obligatory, in advancing or disbursin

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As additional security for the payment of the aforesaid nde it mess, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time duning, and continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value, and solutidings and fixtures; insured against loss or damage by fire with extended coverage endorsement for the full insurable value, and solutidings and fixtures; insurance, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance or companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee for the payment of the noteholder 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. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any of or any such insurance, the default of the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to collect the same, with or without suit, and give receipts therefor.

and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts deleases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said or principal to the, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings art if fixtus as damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) dz after eceipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration case in buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with st. 1 ustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, in fear architectr's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. Ard it is Grantor(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noticol dress it or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and ixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for "purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) and a yet, shall be come so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereo'.

In case the

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowerer to co, ect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or in dar ages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the notehology as elect to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance many 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 vith the terms thereor, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then whole of the indebtdness 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.

as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby walve(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed to lease the same, collect and receive all the rents; issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, Penalities 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 filed may at once, or at any time thereafter, either before or efter foreclosure saie, and without 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 homesteed by the owner of the indebtedness secured hereby, and without redefining 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



STATE: Arkansas COUNTY: Washington

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On this date, June 1976 of Green 134 known to me, did appear Glynda V. Dickinson and did sign and seal the attached Indenture made at Chicago, 'Ill. Her signature to be in conjunction with that of her husband, George W. Dickinson, Jr.

Mary Bryan Notary Public my Commission Expres February 2, 1977

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Mortgr or do further covenant and agree that they will not transfer or cause to be that horted or suffer an involuntary transfer of any interest, whether legal or qu'table, and whether possessory or otherwise in the mortgaged premises, to my third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that it the event of any such transfer by the mortgagors without the advance written assent 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 hole of the debt hereby secured immediately due and payable.

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GEORGE W. DICKINSON, JR

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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 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 bereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as aforesaid, upon the improvements upon said premises, or (4) taxes, special assessments, water 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 therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the Indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed be given until all such expenses, charges, and costs of suit, including trustee's, attorney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any or checkers (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fee out says for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the Tusts—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 unraid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstanding any ubsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the maker of the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and '. 9 M ker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebtedness ner oy secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona filde i mr on the cholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may wish in fevor 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 expressly agreed by the paries he ato that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebt oness 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, conds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Truste, mortgage, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such two payments, and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the arr punt of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the punt of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) hall not be required to ay any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would a ceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various right of the new respective of the order of the state of tilinois.

It is further covenanted and agreed that the various right of the new respective of the others, or of any rights or remedies contained in this trust deed shall be construed as cumulative, and no one of the new exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations here... one had any and rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the bene it of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither sald Truste... of the hotholder, 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 contribuing of oresaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every a charge that and power may be exercised from time to time as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premise ${\bf x}^{\rm o}$ e' for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chicage and be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its r sets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of successor, as v sessorship, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by his instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any further 'an 'er or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the r iea e of this trust deed.

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

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then an in au h event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the cour, yin which the mortraging property is situated, are hereby respectively designated and appointed as successors in trust under this aur. deed, with identical powers and suthority, and the title to said premises shall thereupon become and be vested in such successors in trust, respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or docree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of successful careful 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 date first above written.

	(SFA)
THE THETROVENT WAS PREPARED BY	GEORGE W. DICKINSON, JR. L
ROBERT H. WEITZMAN 2-231 SO LA SALLE ST. CHICAGO, ILLINOIS 66693	Hemda V. Dickinson (SEAL)
	(SEAL)
STATE OF ILLINOIS 88.	the undersigned a notary
COUNTY OF COOK 5	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named
1	GEORGE W. DICKINSON, JR. XANXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	husband of Glynda V. Dickinson
The first section of the section of	personally known to me to be the same person(s) whose name(s) ARE subscribed to the fore-
The second secon	going instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed,
Thunday a	and delivered the said instrument as THEIR free and voluntary act and deed, for the uses and purposes
	therein set forth, including the release and waiver of the right of homestead.
	Siber under my hand and notarial seal, this 17th day of
	72 Kailman
	/) Notary Public
	TO AN OF THE RESERVED AND THE REPORT OF THE
The state of the s	



UNOFFICIAL COP <u>/7,</u> 19*74* Chicago, Illinois The principal note described in within trust deed 122197 LOAN NO has this day been identified by the undersigned by an endorsement thereon. Trus Deed Continental Illinois Pational Bank and Trust Company of Chicago GEORGE W. DICKINSON, As Trustee. GLYNDA V. DICKINSON, HIS WIFE Trust Office Continental Illinois National Burk and Trust Company of Chicago /9. M. BUCHHAAS Real Estate Department Continental Milmois National Bank and Trust Company of Chicago CHICAGO, ILLINOIS ADDRESS OF PROPERTY: 1213 NORTH DUNTON ARLINGTON HEIGHTS, ILLINOIS 60005 end of recorded document