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This Indenture, made at Chicago, Illinois, this day of 7th June . 1974 . by and between, Roger E. Bach and Nancy R. Bach, his wife of Chevy Chase, Montgomery County, Maryland

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,

Mitnesseth:

Roger E. Bach and Nancy R. Bach, his wife Thereas, the said

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 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 , **19** 99 . paid or August 1

norther secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the First day of each month cor mancing September 1 ,1974 , until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth or the annual real estate taxes, special assessment levies and proporty insurance-premiums. Said sums shall be held by the Trustee, or notehold r, v, thout any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums. when due, but t' a Ti istee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies of incur and bills, or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after registrof demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or instruction bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and 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 trust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, and, any moneys at the time on deposit on any of Granton's obligations herein or in the note contained in such order and manner as the holder of the cote may elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then own r or or are of the mortgaged premises.

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

Eligrass. said note bears interes from August 1, 1974 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with introct on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as the rein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful mone / or the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or a sur a lace as the legal holder thereof may from time to time appoint in writing.

Mann, 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 Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and war ant(s) unto the Trustee the following described real estate situated in the County of and State of Illinois, to wit:

> LOT 19 IN OWNER'S SUBDIVISION OF PARTS OF SECTIONS 6 AND 7 TO CONSHIP ON CORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOUNT OF THE PLAT THEREOF RECORDED MARCH 30, 1901 IN BOOK 81 OF PLATS, PAGE 11 S OWNSHIP 42 DOCUMENT NO. 3080688, IN COOK COUNTY, ILLINOIS.

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 and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning; or refrigeration (whether single units or centrally controlled), all screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, bollers, ranges, motors, sinks, bathfubs, carpets, 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 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 referred to herein as the "premises" or the "mortgaged property.")



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On Harr and On Hulb 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(e) 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 by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) so to pay taxe, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any liens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or 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 paid out of the rents and proceeds of sale of said premises if not otherwise paid by said

It is further made an express condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or juftered, and that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing shall be done or juftered, 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; lie or our the laws of illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as "gainst this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premise", a prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filling of this instrument the procedure of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruling claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruling claims for lien shall take care of the accuracy, rather than that this encumbrance shall take care of subsequently accruling claims for lien shall take care of provisions.

As additional security for the payment or me air resaid indebtedness the Grantor(s) coverant(s) and accurate).

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As additional security for the payment or or at resald indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises a am tir.e during the continue of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full mental premises a am tir.e during the continue of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full mental premises a said such a said pulldings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsitive insurance companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the ruste for the benefit 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 of a expiration date of the prior policy being renewed or replaced. In case of fallure 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 pain in effort, 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 decree of foreclosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any use, insurance. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not a defined in said policies; and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts the

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 lost, receipts releases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of sail principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the resultating or restoration of the tribilities and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within filling a snaffixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within filling a stifer receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or or storation of said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deport of which said Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be or applied, under 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. The contractor of the indebtedness secured hereby, or to the restoration of said out dings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the note of error the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per c in (6%) annually, shall become so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclost. Hereof the purpose of such restorati

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby mpowered to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taker 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 notation of the indebtedness secured hereby, or to the repair and restoration of any property so dam "ger", upon the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of 'i.s.' ance 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 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 hereif, usen the 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.

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 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 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

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RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED JUNE 7, 1974 EXECUTED BY ROGER E. BACH AND NANCY R. BACH, 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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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 afore-said, 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 such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advance to 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 .en. (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal m.n.vr maining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

No ... ithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof the flat lifty of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grr 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 princupal in 'elbtedness 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 dever a which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word ", ote.io' ler," wherever used herein, means the holder or holders of said principal note.

It is expressly gree 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 evidence 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 mortgage shall be in any way changed, as a suit of which the Trustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payr and 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 no lociter of the mount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby actual shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, that 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 paid by the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agrees that the various rights, powers, options, elections, appointments, and remadies contained in this

It is further covenanted and agreec that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, ...d.... one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and oligitions herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and in the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neit or slid Trustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, where the subject of the heirs, executors, administrators are constructed to be a walver of any such default or acquiescence or mission to exercise any right or power accruing upon of usefault continuing as aforesald shall impair any such right or power or shall be construed to be a walver of any such default or acquiescence one therein, and every such right 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 premises at all reasonable times and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Company of Chicago shall be succeeded, either immediately or successively, In case said Continental limitors National State of the Coling and of chicago state be stoceated, state immediately of soccessively, through merger, consolidation, liquidation, assignment, transfer of a mell of 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 shall thereup on on hwith, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessor, of any further transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, in auding the release of this trust deed.

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

In case of the resignation or refusal to act of the Trustee at any time acting herevider, then and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Record refuse to the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in analytic and the title to said premises shall thereupon become and be vested in such such such such as 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 up are a yorder or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment and to so 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 date first above written.

THIS MISTAUMENT WITH REPURED BY ROSERT H. MELFEMAN

231 SO LA SALLE ST.

STATE OF ILLINOIS } ss.

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

Roger E. Bach and Nancy R. Bach, 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 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.

Given under my hand and notarial seal, this

Notary Public

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District of Columbia

My Commission Expires Oct. 14, 1974

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NANCY R. BACH, HIS WII &

Continental Illinois National Bank and Trust Company of Chicago

C. M. MEIER
Real Estate Department

Register No. 11635

The principal note described in within trust deed has this day been identified by the undersigned by

> Continental Illinois National Bank and Trust Company of Chicago npany of Chicago

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Conlinental Minois National Bank and Trust Company of Chicago CHICAGO, ILLINOIS

ADDRESS OF PROPERTY: 181 BEACH ROAD GLENCOE, ILLINOIS 60022

D OF RECORDED DOCUMENT