#65(8) Newst

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This Indenture, made at Chicago, Illinois, this

20th

day of November

1974 hy and

between, J. Edward Roy and Jean M. Roy, his wife, of Brunswick, Medina County, Ohio

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,

Witnesseth:

Thereas, the said J. Edward Roy and Jean M. Roy, hi's 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 the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of the Trustee, bearing even date herewith, payable to bearer, and delivered, which here is the sum of the Trustee even date herewith eve

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 ... January 1 ... 2000.

month c, mm, noing February 1, 19, 75, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twenth c, mm, noing February 1, 19, 75, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twenth of two r ma tireal estate taxes, special assessment levies and property incurance premiume. Said sums shall be held by the Trustee, or noteholder will only allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the rust received a received property in the correctness of or to obtain the tax, special assessment levies or insurer received in the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after received demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (yen real 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 round 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 ary moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the route ray elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

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

Enterest, said note bears interest from January 1,1975 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with it. 'e. on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as ther. in and hereinafter provided) at the rate of expressive provided and interest is payable in lawful money of the collection of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at suc' place as the legal holder thereof may from time to time appoint in writing.

Nam. Therefore, 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 performed by the Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant's) unto the Trustee the following described real estate situated in the County of Cook and State of illinois, to wit:

Lot 450 in NORTHGATE -- UNIT 4-B, being a Subdivision '1 the East 1/2 of Section 8 and the West 1/2 of Section 9, Township 42 nor in, Range 11 East of the Third Principal Meridian, in Cook County, Illinois Excepting therefrom, that part thereof lying South of a line describe as follows: Beginning at a point in the Westerly line of said Lot 450 which is 3 feet 8 7/8 inches Northwesterly of the corner common to Lots 450 and 449 as measured along said Westerly line; thence running Southeasterly and Parallel with the line between Lots 450 and 449, a distance of 121 feet 8 3 8 inches to a point 3 feet 3 inches Northeasterly (measured at right and 17 s) of the said line between Lots 450 and 449; thence running Southeasterly, 30 feet 1 1/8 inches to the Southeasterly corner of said Lot 450.

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, ventileation, 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, boilers, ranges, motors, sinks, bathtubs, 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 Have and On 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 waving 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 leved 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 taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any lens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any lens thereon, and the same state of the protection, and the protection of the security at saile, 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, entoreement, or collection of the security of the same state of the protection of the security of the same state of the protection, and the protection and said improved paid for any such purpose, with interest hereon fro

essary in order that the Trustee's latter and an expense on ution and covenant hereof, that, until full payment of the Indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and "..." neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the latter said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the latter so of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly walved as against 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, price to any other lien thereon that may be claimed by any person, it being the Intention hereof that after the filling of this instrument for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims, and all or nitrictors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required. It all the developments of the above provisions.

or with any parties interested therein, are hereby required take notice of the above provisions.

As additional security for the payment of the alorese d 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 uncontinuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the tuil insurable value of seld buildings 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 responsible. In such amounts are shall be adequate to protect the mortgaged property, all in responsible. In a payment of the protect the mortgaged property, all in responsible. In a payment of the protect the mortgaged property, all in responsible. In a payment of the protect the mortgaged property, all in responsible. In a payment of the protect the mortgaged property, all in responsible. In a payment of the protect the mortgaged property, all in the protect of the protect the mortgaged property, all in the protect of the protect the mortgaged property to make all sums recoverable upon such policies payable to the Trustee or 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 expire on date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above purification, with the rest at the rate of agrityce centified? In annually shall be so much additional indebtedness secured hereby, and may be included in any secure of oreclosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance money or to pay for any such ins

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The Trustee or notsholder is hereby empowered to adjust, collect, and compromise, its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, release, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the immediate less excured hereby, or to the rebuilding or restoration of the buildings an "st tree damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen [5] de 's a.t.e' receipt or written notice of such papers, and the sacuration of the buildings are stated to the same and fixtures within agreement in accordance with plans and specifications to be approved by and deposited with all "master or noteholder and for easingth of a reasonable time, in accordance with plans and specifications to be approved by and deposited with all "master or noteholder and for contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And it is Grantor(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or nothole as it, or the noteholder, for the immediate reduction of the Indebtedness secured hereby, or to the restoration of said buildings and "xtures" "met the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder for the purpose of such restoration, with Interest thereon from the respective dates of payment thereof at the rate of said buildings and "xtures" "met the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder for the purpose of such restoration, with Interest thereon from the respective dates of payment thereof at the rate of offers of the property of the propers.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to content and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for the noteholder are each of the following taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder are each of the the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon it as sain conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance must be 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 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 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 said premises, including the psyment of Trustee's fees, insurance premiums, cost 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 saids, 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 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 NOVEMBER 20, 1974

EXECUTED BY J. EDWARD ROY AND

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.

adward S Edward Roy

Jean M. Roy

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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 philon 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 operation 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 or additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclosus 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 considered in any decree foreclosure 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

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 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 exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights of any purpose authorized in this trust deed, with interest on such advances at the rate of exights.

Notwithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the lial lity 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 orine ipal indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and the boundary of the original indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and the boundary of the same, and the same of the payment on account of the same, and the same of the same

The worr 'no nolder," wherever used herein, means the holder or holders of said principal note.

It is expres by a greed by the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or othe projects of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes conducted and indebtedness secured by mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a risult of which the Trustee, mortgage, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the primit of such tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after writte. In the first of the amount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness he elsy sermed shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is furth; r covenanted and agreer one the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulatile, end 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 point ations herein contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and into a further contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and into a further contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and into a further contained, and all rights hereunder, successors, and assigns of the respective parties hereto, provided always that notify a full Trusteen for the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunded. Xeept in case of its, his, or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing up on any continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiesc noe it srein, 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 instruct 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, through merger, consolidation, liquidation, assignment, transfer of or liab portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall by the of such successorship, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereun or 't ribwith, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the 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 discharge itself of r.u. om the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting he reunder, then and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Trees of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in this up der this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in this trust, respectively, for the uses and

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale Lnc at 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 judgme it are it or such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached here	to and made a part hereof.
₩itness, the hand(s)	and seal(s) of said Grantor(s) the date first above written.
	J. Edward Roy (SEAL)
THIS INSTRUMENT WAS PROPARED BY	(SEAL)
JOSEPH M TWO 231 CA LA SALLE ST.	Jean M. Roy SEAL)
CHICAGO, ILLINOIS 60693	SEAL)
STATE OF ILLINOIS } ss.	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named J. Edward Roy and Jean M. Roy, his wife
	personally known to me to be the same person(s) whose name(s) <u>are</u> subscribed to the fore- 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. Sitem under my hand and notarial seal, this 29th day of the function of the release and waiver of the right of homestead.
•	Kumal Canal

KENNETH C. COURAD Notary Public, Medina County, O. ly Commission Expires June 15, 1978

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