-	
1 ,	This instrument was prepared by Alice A.Kelly. 4000 W.North Ave., Chicago
	This Indenture, Made November 29, 1974, between
۲,	1 2 35 /06 025
	ROALD KNUTSEN AND ARLENE KNUTSEN, his wife
2	d .
Ġ.c	22 932 449 herein referred to as "Mortgagors", and
L/	Floheer Trust & Savings Dank
	A an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
-	1. WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereina or described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum or
	T' ENTY THOUSAND SIX HUNDRED AND NO/100 (\$20,600.00) Dollars.
) EC	evidenced by and of Instalment Note of the Mortgagors of even date herewith, made payable to BEARER
	and delivered, in and by which said
	Note the Mortgagors promine to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid
	at the rate of 9½ per cent er annum in instalments as follows: ONE HUNDRED EIGHTY NINE AND NO/100 Dollars (\$189.00) on the 1st day of Janu.ry 19 75 and ONE HUNDRED EIGHTY NINE AND NO/100 Dollars
	One nonpieus pronts name into the law
	(\$189.00) on the lst day of each Mont! thereafter until said note is fully
	paid except that the final payment of principa, and interest, if not sooner paid, shall be due on the 1st day of December
91 ₅	19 94. All such payments on account of the inoc. ed evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the rine pal of each instalment unless paid when due shall bear interest at the rate of xxxxxxxx per cent per annum, and all of said punction at an interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the notion y, from time to time, in writing appoint, and in absence of such appointment, then at the office of
	PIONEER TRUST & SAVINGS BANK in said City, Chice ,o
	NOW, THEREFORE, the Mortgagors to secure the payment of the secure is so I principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the perform and of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One lob. In in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its success. In any assigns, the following described Real Estate
	and all of their estate, right, title and interest therein, situate, lying and being in the carry of Chicago , Countror
	Cook and State of Illinois, to wit:
And the fact of the second was a second to the second to t	Lot 42 and the North half of Lot 41 in Block 2 in the Subdivision of Block 1 of Hambleton's Subdivision of the East half of the North West quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
	·
i	

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and rofits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a anity with said real estate and not secondarily), and all apparatus, equipment or articles now or bereafter therein or thereon used to

supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereaftered in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the St te of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

I' IS UPTHER UNDERSTOOD AND AGREED THAT:

Control of the second second of the second s

- 1. Mr. (gagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become 'amage I or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or othe liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior li a to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of composition upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use ther of; () m ke no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay person the penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charger, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note of picac, receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm unler rollicies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sam or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies plant by in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard montage course to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in cas of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed App. lent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and py chase, lischarge, compromise or settle any tax lien or other prior fien or title or claim thereof, or redeem from any tax sale or for eiture aff cting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses and or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notice of votest the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which with the in authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and pay the without notice and with interest thereon at the rate of xxxxx per cent per annum. Inaction of Trustee or holders of the analysis are also as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- 5. The Trustee or the holders of the note hereby secured making any payment here y unhorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, orfeit e, tax lien or title
- 6 Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, who is do according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid and steedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become do any payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) hen default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein co. in a.
- fault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein co. ir u.

 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the role or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree') of procuring all such abstracts of title, title searches and examinations, guarantee policies, forense certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph menioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of XMENECE per cent per 9½ annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

 8. The proceeds

And the material of the state of the state of the

- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:

 First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solventh or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises expected whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there beredemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be oblirated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable
 of any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees
 of rustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- of rustee, and it may require indemnities satisfactory to it before exercising any power herein given.

 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence the all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof than at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, which request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, which release is requested of a successor trustee, such successor trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note mich bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substate in which purports to be executed by the persons herein cast on any instrument i entilying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which purports in substance with the description herein contained of the note and which purports to be executed by the persons herein lesirnated as makers thereof.
- 14. Trustee may resign by the meant in the writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded of filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the country in which the premiss an situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and author ty as a cherein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts perform d hereunder.
- 15. This Trust Deed and all provisions 'ereo' shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the work of traggors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part the of whether or not such persons shall have executed the note or this Trust Deed.
- Its Deed.

 16. The Mortgagors agree to deposit: (1) by the end of each calendar year a sum equivalent to the amount of the annual ral estate taxes assessed on the property described herein for such calendar year payable in the succeeding year as estimated by the Trustee and to make said deposit in equal monthly instalments during each calendar year or portion thereof; and (2) a further sum a estimated by the Trustee equivalent to 1/12th of the annual premiums for polities for fire and all other hazard insurance required in the Trust Deed. All such deposits shall be non-interest bearing deposits and shall be made on the first day of each winth.

 17. In the event Mortgagors sell or otherwise transfer, it gives to transfer title to or lease or otherwise not occupy the premises, the work secured hereby shall thereupon become immediately due and payable.
- thereupon become immediately due and payable.

aline ROALD KNUTSEN

the undersigned

Public in and for and residing in said County, in the State aforesaid, DO HEREBY CI ON COUNTY, ILLINOIS FILED ON PECOND DEC 11 '74 1 08 PM *22932449 The Instalment Note mentioned in the within Trust Deed has been identified herewith and lerain, the note secured by this "10, TELL TRUST & SAVINGS BANK, For the protato, or both the borrower Pioneer Trust & Savings Bank Pioneer Trust & Savings Bank For Instalment Note Box No. 22 4000 W. North Ave. TRUST