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This Indenture, made at Chicago, Illinois, this 2nd

day of October

1972, by and

between.

IRVING M. GOTTLIEB and ANITA GOTTLIEB, his wife, of Chicago, Cook County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Mitnesseth:

Whereas, the said

IRVING M. GOTTLIEB and ANITA GOTTLIEB, his wife

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To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month communicing December 1 , 19 72, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the a nurst real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, willow, or a yallowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the rustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bit is, or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of 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 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 provision contained in this trust deed or in the note secured hereby, the holder of the note-may at its option, without being required to do so, apply any months at the time on deposit on any of carantor's obligations herein or in the note contained in such order and manner as the holder of the note or or were of the mortgaged premises.

The Note secured by this Trust Deed i, subject to prepayment in accordance with the terms thereof.

**Whereas**, said note bears interest from movember 1, 1972 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest, on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hersinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money. It a United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereor may from time to time appoint in writing.

Now, Therefore, for the purpose of securing the parment 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, u to the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot 17 (except the North 10 feet thereof) and all of lot 18 and the North 1 foot of Lot 19 in Block 3 in John Lova's Niles Center Simpson Street Station Subdivision a Subdivision in the Northeast quarter of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County,

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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 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 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 that all of the care and personal property. (All of these items of property, together with said real estate, and that all of the care and personal property. (All of these items of property or the "mortgaged property.")

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Co Have and Co 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 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 sald 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 hochoider, 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 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 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 included in any decree of foreolosure hereot, and shall be paid out of the rents and proceeds

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 suffered, and the "...ither said Grantor(s) nor any other person shall have any right or power to do any act or thing shall be done or suffered, and the "...ither 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 laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against it is trust deed, and that the lien of this trust deed shall extend to any person, it being the intention hereof that after the filing 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 contact or the above provisions.

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

As additional security for the payment of the aforesaid 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 ouring one, onthinuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable valus of said 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 insurance or companies to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee to the opensite 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 excited, 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 in rest at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any user ee of foreclosure hereof; but it is shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any foss thereunder shall be deemed payable to the Trustee although not so declared a said policies; and the Trustee is hereby authorized 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, n its ois retion, all claims under such policies.

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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, ...'ac's, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said ring in the note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings at d.'' tures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days a's. r. ceipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration. of ald buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with all Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applic d, ur are 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 or noth. If a si if or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fix res under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder if it the urpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) a nur. y. shall become so much additional indebtedness secured berefor, shall be laken by condemnation, the Trustee is hereby empowere it collect and

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empower a to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or to draw ges to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may plect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the said as an experiment of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the said as an experiment of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the said as the conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance and as the conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance and as a second transfer of the conditions. 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.

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 payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filling of any bill for that purpose, the court in which such bill is 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 ten 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 OCTOBER 2, 1972

EXECUTED BY IRVING M. GOTTLIEB, AND ANITA GOTTLIEB, HIS WIFE

Mortgagors do firms 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 thir party, so long as the debt secured hereby subsists, without the advance writtin 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 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.

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 he paid 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 

Notwith far ding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the liak r(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) ...d he Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebt. dn.sr hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bone ride indeent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which r ay exist in favor of any party interested against any prior holder of the note held by such noteholder.

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

It is expressly agreed by the pirus is hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of illide it is expressly agreed by the pirus is hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Tustee, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, it en and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, he amount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shain, if it is option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be reclired 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 agreed that the various "hts, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of this mas exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations herein rough red, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the ben rit of the ten; executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Trust a nor the noteholder, 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 accruling upon any default on time; in a saforesaid shall impair any such right or power are shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time so offen as may be deemed expedient. as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premises at .il - asonable times and access thereto shall be permitted for that purpose.

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

The Trustee at any time acting hereunder may resign or discharge itself of and from the .us' ner by 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 hereunder, then and ir such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the cru t, in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trus' eed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in trust, resper evely for the uses and

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or over a of loreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such are ito, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

<b>Witness</b> , the hand(s) and	d seai(s) of said Gi	rantor(s) the (	date first above writ	· W Sa	Much	(SEAL
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ar	nd delivered the sai	d instrument a	s <u>their</u> free and v	oluntary act and d	eed, for the uses	and purposes
th	erein set forth, inclu	iding the relea	ase and waiver of th	e right of homeste	ad.	2370
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20394 LOAN No.

## Trust Deed

TRYING M. GOTTLIEB AND

ANIX: C.TTLIEB, HIS WIFE

Continental Illinois Aational Bank and Trust Company of Chicago As Trustee

C. G. CHAMPLEY

Real Estate Dept.
Continental Illinois National Bank and Trust Company of Chicago 231 South La Salle Street Chicago 90, Illinois

70/7/SO Continental Illinois National Bank and Trust Company of Chicago CHICAGO, ILLINOIS

ADDRESS OF PROPERTY: 9527 Laramie Avenue Skokie, Illinois 60076

5-06-083 R.7/71

Register No.

Chicago, Illinois

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

> Continental Illinois Kational Bank and Crust Company of Chicago As Trustee.

Trust Officer

END OF RECORDED DOCUMENT