

TRUST DEED

22 172 010

CHARGE TO GERR

510743

Form 85 8/57

CHICAGO

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 18 19 72, between John S. Groh and Arlis J. Groh, husband and wife.

herein referred to as "Mortgagors", and

CHICAGO TITLE AND TRUST COMPANY,

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Principal Promissory Notes hereinafter described, said legal holder or holders being herein referred to as Holders of The Notes, in the Total Principal Sum of One Hundred Thousand (100,000.) DOLLARS, evidenced by Principal Promissory Notes of the Mortgagors of even date herewith, made payable to BEARER

and delivered, said principal notes being in the amounts and maturing as follows: \$100,000. due on demand.

with interest thereon until maturity at the rate of 9% per centum per annum, payable quarterly on the first day of each and every quarter in each year, which said

interest shall be paid in full on the maturity of the respective notes hereinafter evidenced by interest coupons of said notes, or like all of said principal and interest bearing interest after maturity at the rate of 9% per centum per annum, and all said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Peterson State Bank, 3232 W. Peterson Ave. in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following parcel of Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS.

As set forth on rider attached.

THIS MORTGAGE IS A JUNIOR MORTGAGE 600

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 profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter 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) air conditioning, window shades, storm doors and windows, floor coverings, insofar 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 hereafter placed on 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, and for the equal security of said principal notes hereinafore described and the interest coupons thereto attached, without preference or priority of any one of said principal notes and the interest coupons thereto attached over any of the others by reason of priority of time of maturity, or of the negotiation thereof or otherwise, and free from all right and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand, and seal, of Mortgagors the day and year first above written.

John S. Groh [SEAL] Arlis J. Groh [SEAL]

Sheila Schmadebeck [SEAL]

STATE OF ILLINOIS, ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook John S. Groh and Arlis J. Groh

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed the said instrument and delivered the said instrument as their free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 22nd day of December 1972

Sheila Schmadebeck Notary Public

22 172 010

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other 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 lien to Trustee or to holders of the notes; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate 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 windstorms under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

In case of default herein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redemption from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee, for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable with it not less and with interest thereon at the rate of seven per cent per annum, inaction of Trustee or holders of the notes shall never be considered as a waiver of the right accruing to them on account of any default hereunder on the part of Mortgagors.

The Trustee or the holders of the notes hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to an itemized 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, forfeiture, tax lien or title or claim thereon.

Mortgagors shall pay the principal notes and interest coupons secured hereby, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or of any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary contained in the principal notes or interest coupons or in this Trust Deed, become due and payable (a) immediately in the case of default in payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest coupon or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes and interest coupons or of any of them, 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 notes, or of any of them, for attorneys' fees, appraiser's fees, appraiser's costs, outlays for documentary and expert evidence, stenographic 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, guaranty policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or of any of them, 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 mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for or commencement of 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 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 principal notes and interest coupons, with interest thereon as provided in and interest remaining unpaid on the principal notes or interest coupons; fourth, any overplus to the 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. The 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 sale and a deficiency, during the full statutory period of redemption, whether there be redemption 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 any 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 notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall 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 obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, 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 that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release in respect to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal notes (with or without the coupons evidencing interest thereon), representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear a certificate of identification purporting to be executed by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed certificates on any instruments identifying same as the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are recorded or filed, in case of the resignation, inability or refusal of act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes, the interest coupons or this Trust Deed.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 29 '72 2 58 PM

Richard A. O'Neil
RECORDER OF DEEDS

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80074

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE PRINCIPAL NOTES SECURED BY THIS TRUST DEED SHOULD
BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY,
TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Principal Notes mentioned in the within Trust Deed have been identified
herewith under Identification No. _____

CHICAGO TITLE AND TRUST COMPANY, as Trustee,

by Patricia C. Leff
Assistant Secretary
President
Trust Officer

D NAME James J. King
E STREET 1 N. La Salle St.
L CITY Chicago, Illinois
R OR 533

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

UNOFFICIAL COPY

Rider to Trust Deed made December 18, 1972, between John S. Groh & Arlis J. Groh as Mortgagors and Chicago Title & Trust Company as trustee:

Parcel 1:

That part of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the center of said Section, thence East along the center line of said Section 1197.24 feet for a place of beginning; thence North 14 degrees, 30 minutes East 310.7 feet to the center line of U. S. Route 20, thence South 64 degrees, 53 minutes East along said center line 471.8 feet to a point of curve; thence continuing along said center line, being a curve to the left a distance of 91.8 feet, thence South 00 degrees, 14 minutes East 203.85 feet; thence North 76 degrees, 41 minutes West 606.13 feet to the place of beginning, all in Cook County, Illinois.

Parcel 2:

Of that part of South East 1/4 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 28: Thence Easterly along the North line of said South East 1/4, a distance of 1197.24 feet for the POB; thence South 76 degrees 41 minutes East, a distance of 606.3 ft; thence South 0 degrees 14 minutes East, a distance of 74.21 ft; thence North 76 degrees 41 minutes West, a distance of 604.56 ft; thence Northerly parallel with the West line of said South East 1/4, a distance of 73.92 feet to the point of beginning, being situated in Hanover Township, Cook County, Illinois.

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END OF RECORDED DOCUMENT