MAR16 62-04-629 D

This Indenture, made at Chicago, Illinois, this

between, DARRELL E. CAMPBELL AND CAROL ANN CAMPBELL, HIS WIFE, OF

RIVER GROVE, 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 Darrell E. Campbell and Carol Ann Campbell, his 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 th 🔊 ertificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of -----TWENTY THREE THOUSAND AND NO/100THS----- Dollars (\$ 23,000.00

and is due and payacle as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner , 19 ₉₈ . May 1

To further secure 'ie c bligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first month commencing 1, 1973, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estreet a les, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowant of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or not shorter, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or att and a the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demandaries of except upon presentation of such monthly deposits in the event the tax, special assessment levies or insurance bills when is and shall be in excess thereof. If the funds so deposited exceed the amount required to pay ressments (general and srecia) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in Line rust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time and deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elec. 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 Deed is subject to prer ayment in accordance with the terms thereof.

Note, Cincrefure, for the purpose of securing the payment of the rinc pal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grant, of 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 Truste, the following described real estate situated in the County of and State of Illinois, to wit:

> Lot 32 in Block 10 in Walter G. McIntosh and Company's River Park Addition, being a Subdivision of part of Sections 27 and 34, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on June 15, 1925 as Document 8944974, in Cook County, Illinois.

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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 for the purpose of supplying or distributing, 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, boliers, 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 Haur and Un Hold the mortgeged premises and property unto the Trustee, its successor or successors in trust and as forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by 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 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 orbitoler, 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 vitue 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 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 (%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of torelower here and shall be paid out of the rents and proceeds of s

essary in order that the Trustee shall at all times have on deposit a sufficient amount to protect it against any loss or damage as aforesaid.

It is further made an express condition and cover an hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and that he here is id 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 this trust used, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any cherical the recorder of the state of the property. It being the intention hereof that after the filing of this instrument for record any office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims or 1 an intell take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all contractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take a nice of the above provisions.

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 'liscreto', all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releas..., and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said princip all only, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures deamaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after the proof of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Taure of noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, unler architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Crantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the purpole of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereof.

In case the mortg

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered 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 for dampges 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 same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance mone. 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 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 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

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED MARCH 7, 1973

EXECUTED BY DARRELL E. CAMPBELL AND CAROL ANN CAMPBELL, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party; so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable. payable.

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Property or Coot County Clerk's Office

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 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 trusteed, submissed, nor shall a release of this trust deed.

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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 an 'such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fe's, 'tilays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the 'r. ste', or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of eight per cent (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money remaining un paid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstanding an subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the makering, the representation in the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and the Asker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebteune... now secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona fild him cent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of detense which may say an favor of any party interested against any prior holder of the note held by such noteholder.

The word "noteholder," wherev resed herein, means the holder or holders of said principal note.

It is expressly agreed by the parties bare that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of independence by mortage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortages, or was, bonds, or other evidences of indebtedness secured by trust deed or mortages shall be in any way changed, as a result of which the frue semontages, or holder of such notes, bonds, or other evidences of indebtedness secured by trust deed or mortages shall be become chargeable with the payment of such bare. It is an and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the mount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the open of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various light, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of the party of the others, or of any rights or remedies allowed by taw, and that all conditions, covenants, provisions, and obligations herein con alond, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inner for the ben fit of the helms, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Trustee? The neither of the party 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 accruing upon any default continuin; as foresaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and very such right and power may be exercised from time to time as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premises ϵ all easonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chicago suall' e succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion o. ", a ants, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such successorship, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and "y 's instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any further 'ans er or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the 'el' as of this trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and from the trust '... by created by a resignation writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrumen' shall ave been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in sur a event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the Youn't in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this tru; of e.g., with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in trust, respectively, for the uses and purposes aforesaid.

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

Sec Didar(e) attached her	eto and made a part hereof.
* *	
Witness , the hand(s)	and seal(s) of said Grantor(s) the date first above written.
	farrell & Complete (5"AI
	Darrell E. Campbell (SEAL)
	(SEAL X)
	and in anguell (SEAL)
	Carol Ann Campbeld (SEAL)
	+ the undersonal a notary co
E OF ILLINOIS (BS.	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named
<u></u> 2	Darrell E. Campbell and Carol Ann Campbell, his wife
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	personally known to me to be the same person(s) whose name(s) are subscribed to the fore-
	personally known to life to be the same personally
	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.
	Sitten under my hand and notarial seal, this 12 day of March 1923
	WOR Down I
	Notary Public Notary Public
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22252807 N.B 16 '73: 10 OI A SS 0x C00+ and Trust Company of Chicago Cor linental Illinois National Bank CAROL ANN CAM DEL. HIS WIFE Continental Illinois National Band and Trust Company of Chicago ADDRESS OF PROPERTY: 2617 Spruce Street River Grove, Illinois 60171 CHICAGO, ILLINOIS As Trustee has this day been identified by the undersigned by The principal note described in within trust deed 22 SSZ 807 Continental Allinois Pational Bank and Trust Company of Chicago As Trustee, Register No. 10059 END OF RECORDED DOCUMENT