

TRUST DEED

LOAN NUMBER 14600

Use with notes providing for precomputed interest

MAY 15 1973 6 26 966 22 326 262
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 8th 1973, between Rudolph Naebe also known as Rudolf Naebe and Hildegard Naebe, his wife, of the City of Chicago, County of Cook and State of Illinois

herein referred to as "Mortgagor," and Alan R. Edelson of 2737 West Peterson Avenue Chicago, Illinois, herein referred to as "Trustee," witnesseth:
THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as holders of the Note, in the sum of \$ 21,466.20 together with delinquency charges as therein provided, evidenced by a certain Note, of or guaranteed by one or more of the Mortgagor, of even date herewith, made payable to THE ORDER OF M.L.C. CORPORATION, INC.

a Delaware corporation doing business in Chicago, Illinois, hereafter sometimes referred to as "Payee," and delinquent, in and by which said Note the Mortgagor promises the payee to pay or guarantee payment of the said sum in installments as follows: one installment payment of \$ 357.77 on the 8th day of June 1973, and installment payments of the same amount on the 8th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ 357.77 if not sooner paid, shall be due on the 8th day of May 1978. All installment payments are payable at such times as the holders of said Note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE, the Mortgagor, does hereby promise the payment of the said sums and all other amounts due under said Note or judgment obtained therein in accordance with the terms, provisions, and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and in consideration of the sum of One Dollar in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby present CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the Mortgagor's state, right, title and interest therein, situate, lying and being in the COUNTY OF COOK

AND NEARLY OF ILLINOIS, to-wit:
The West 5 feet 2 inches of Lot 11 and the East 40 feet of Lot 12 in Block 43 in Rogers Park in the East 1/2 of the Northeast 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1636 West Pratt, Chicago, Illinois
Lot 25 in Block 1 in Archibald's Kenilworth Avenue Addition to Rogers Park in the West 1/2 of the Northeast 1/4 of the North West fractional quarter North of the Indian Boundary Line of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

700

COMMONLY KNOWN AS: 2946 West Fitch, Chicago, Illinois

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 mortgagor may be entitled thereto (which are placed primarily and of a party 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), ventilation, including (without restricting the foregoing) screens and window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or the successors or assigns of the Mortgagor 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 State of Illinois, which rights and benefits the Mortgagor does 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 Mortgagor, the heirs, successors and assigns of the Mortgagor.

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

Rudolph Naebe (SEAL) Hildegard Naebe (SEAL)
Rudolph Naebe aka (SEAL) Hildegard Naebe (SEAL)
Rudolf Naebe (SEAL)

STATE OF ILLINOIS } I, DOROTHY DROBINSKI,
County of COOK } SS a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT Rudolph Naebe also known as Rudolf Naebe and Hildegard Naebe, his wife,

who are personally known to me to be the same as those whose names are subscribed to the foregoing instrument, appeared before me this day in person and they signed, sealed and delivered the said instrument as their free and voluntary act and deed, and they are fully advised of the contents and effect of the same and of the consequences therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this May 15th 1973 A.D. 1973



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

1. Mortgagor 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 building violations, mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof. (3) not 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 lien 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 erection upon said premises. (5) comply with all requirements of law or municipal ordinance 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. Mortgagor shall pay before any benefits 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 the Trustee or to holders of the note, duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay or full settle protest in the manner provided by the statute, any tax or assessment which the Mortgagor may wish to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, light, wind or tempests under policies providing for payment by the insurance company of monies 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 note, under insurance policies payable in the case of loss or damage, to Trustee for the benefit of the holders of the note or to the holder of the note, such rights to be exercised by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional or renewal policies, to holders of the note, and in case 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 thereon, Trustee or the holders of the note may, but need not, make any payments or perform any act hereunder then required of Mortgagor, and may, but need not, make full or partial payments of principal or interest on hereinafter mentioned, or on any other debt, branch, or any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or interest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's interest in 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 without notice and with interest thereon at the rate of six percent per annum. Trustee or Trustee or holders of the note shall never be considered as a waiver of any right or claim for them on account of any default hereunder on the part of the Mortgagor.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officers, 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 thereof.
6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby, all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, notary fees, documents and expert evidence, advertisements, changes of public notices, and costs, which may be estimated as to terms to be expended after a trial or the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and expenses. Trustee or holders of the note may deem it to be reasonably necessary either to prosecute such suit or to surrender to holders of the note, which may be met pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the note in connection with the foreclosure proceedings, including probate and equity proceedings, in 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, the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
7. Upon, or at any time, before 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 shall be made either before or after sale, without notice, without regard to the objections of Mortgagor or of holders of the note, and the Trustee hereunder may be appointed such receiver. Such receiver shall have the 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 satisfaction of redemption, whether there be redemption or not, as well as during any further time, upon Mortgagor, except for intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be received or accrued, or any part thereof, for the protection, maintenance, control, management and operation of the premises during the whole of said term. 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 (2) the expenses provided such application is made prior to foreclosure sale. (2) The deficiency in case of a sale and deficiency.
8. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party asserting same in an action at law upon the note hereby secured.
9. Trustee or holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
10. Trustee has no duty to examine the title, location, extent or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any other papers or records hereunder, or to be liable for any act or omission hereunder except in case of its own gross negligence or willful or that of agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
11. If the Trustee is an individual trustee rather than a corporate trustee, then in case of the resignation, refusal, inability to act or death of the trustee, Jack Jacobson is hereby appointed to be first successor trustee. If the trustee is a corporate trustee and the corporate trustee resigns or is unable or refuses to act, or if the Trustee is an individual trustee and the first successor individual trustee, following the resignation, refusal, inability to act or death of the individual trustee, resigns or is unable or refuses to act, the person who shall then be the acting Recorder of Deeds and Cook County is hereby appointed to be Trustee. And when all such persons have performed the duties of Trustee, the successor or successors in trust, shall release said premises to the party entitled on receiving the reasonable charges. Any successor Trust hereunder shall have the identical title, powers and authority as are herein given Trustee and any Trustee, and no release shall be entitled to reasonable compensation for all acts performed hereunder.
12. This Trust Deed, and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all persons liable for the payment of the guarantee of payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note for this Trust Deed and where the word "Mortgagor" is used in the text admits, the singular term and the related pronoun shall include the plural and vice versa.
13. Mortgagor shall not construct or repair, or authorize construction or repair of the premises without the prior written consent of the Trustee. The right is hereby reserved to the Trustee to make partial release or releases of the premises with or without interest, and such releases shall not impair in any manner the consent, approval or agreement of other parties or interest in holding parties hereof, when partial release or releases shall not impair in any manner the validity of or priority of this Trust Deed on the mortgaged premises remaining, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
14. This Trust Deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions of any nature in the terms or rate of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
15. Any provision of this document prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
16. In the event this Trust Deed creates a junior lien, Mortgagor hereby grants Trustee or the holder of the note secured by this Trust Deed, the right to contest the validity and priority of senior liens on record.
17. 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 hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, 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 note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee, his holder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers hereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identical in name as the note described herein, may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers hereof.
18. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall not constitute any lien in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of all installment of principal or interest on the note, (b) immediately upon conveyance by the Mortgagor of title or execution by the Mortgagor of agreement to convey title to all or any portion of the premises or to a when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
19. 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 foregoing proceedings, including all such items as are mentioned in the preceding paragraphs hereof, second, in other items which under the terms hereof constitute secured indebtedness, additional, that is evidenced by the note, with interest thereon as herein provided, third, to delinquent charges owed under the note, fourth, all principal and interest remaining unpaid on the note, fifth, any over plus to Mortgagor, or their heirs, legal representatives or assigns, as their rights may appear.
20. All obligations of the Mortgagor herein are joint and several.

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE 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 Installment Note mentioned in the within Trust Deed has been identified herein under Identification No. CHICAGO TITLE AND TRUST COMPANY, as Trustee. By Assistant Secretary Assistant Vice President Trust Officer

DELIVERY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 508

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