NOFECALCO

MAY 17 62-26-060 22 329 070

This Indenture, made at Chicago, Illinois, this Robert J. Dolan and Jean R. Dolan, his wife,

9th of a specific of the new factors of the second of the new factors of the new factors

of Skokie, Cook County, Illinois

The difference of the second second of the s hereinafter sometimes called the Grantor(e), 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,

Witnesseth:

Whereas, the said Robert J. Dolan and Jean R. Dolan, 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 the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of

and is tue and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner June 1 , 1998 .

To fur new secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the month come en in a July 1 , 19 73 , until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the an unit real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, with o' any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the T us' e, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance into or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receir, of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special sment levies or insular, e hills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessment (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 provisions contined 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 many at the time on deposit on any of Granton's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or ow ers of the mortgaged premises.

The Note secured by this Trust Dec 1 is subject to prepayment in accordance with the terms thereof.

minereas, said note bears interest from June 1, 1973 until maturity payable as provided in said note on the principal anount thereon from time to time unpaid, with inte est on all payments of principal and interest after maturity (whether said note entitle mature by lapse of time or by acceleration, as therein are a hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful mone, of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such places the legal holder thereof may from time to time appoint in writing.

Many, Cherefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be perform... It, he Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand pald, the Grantor(s) hereby convey(s) and warrs title unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

The East 50 feet of Lot 82 in Manus' Lake Shore Fighlands, being a subdivision of the South West quarter of Sect. .. 22; Township 42 North; Range 13; East of the Third Principal Peridian, in Cook County, Illinois-

the freench of foreverying year and after our legal mode and since the consideration of expension and standard after any year the use of year and year and the order of the order of the consideration of the expension of the order of the ord THE BUILT, ON THE DISTRICT OF outrito natiqui ent

- Cathairt

version comment with

7.76

ការទេ (ជាមី) សមម ខេត្ត ស្រា. - មេមាទៅ មានសម្រាន់ប្រជាពី (

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, acreen doors, storm windows, storm doors, shades, awnings, gas and electrio fixtures, radiators, heaters, engines, machinery, boilers, ranges, 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.")

On Have auth On Hain the mortgaged premises and properly 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 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 hirty (30) days after the earns shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is altusted, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; or 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 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 ranges, 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 encessary 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 foreclosure hereof, and shall be paid out of the rents and proceeds of sa

essary in order that the Trustee shall at r | tir es have on deposit a sufficient amount to protect it against any loss or damage as aforesaid. 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 that r ... are said Grantor(b) no rany other person shall have any right or power to do any act or thing whereby any mechanic's lien under the le w of illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly walved as against this rust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as p, tray other lien thereon that may be claimed by any person, it being the intention hereof that after the filling 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 accruling claims, and all or nitre sites, subcontractors, and other parties dealing with the mortgaged property, are the resulted to the record of the above provisions.

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

As additional security for the payment of the aforesalo ir debtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time duting the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value / said buildings and fixtures in addition thereto, to carry liability, said to be adequate to protect the morrigage property, all in responsible in value of an experience, if available, in such amounts as shall be adequate to protect the morrigage property, all in responsible in value of a payment of the payment of the provided the morrigage or trustee states as a shall be adequated to protect the morrigage or trustee to the article of the provided 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 explained at the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above in which the trustee or the noteholder may procure such insurance for a term not to exceed live (6) years, and all moneys paid therefor, win interest at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any detail. The Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any detail of toreolosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance of the foreign the trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipte and companies. It its clisorati

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise. It is a isoration, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts release, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said privilegal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and insurance described and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) c ay. Ifter receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration as is debuildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with a rid Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under 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 fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder, vision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or noteholder (%) annue for supersecurity, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder (%) annue fy, shall become so much additional indebtedness secured by this trust dood and shall be included in any decree of torcolosure here of.

in case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empower or 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 damages to to the immediate reduction of the indebtedness secured hereby, or to the repair and reateration of any property so damaged, u son he same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance may 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

Upon any such breach the Grantor(s) hereby walvo(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 promises 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 Trustoo's foos, insurance promitimes, costs of operation of said premises, taxes, assessments, thereof to a reduction of said indebtodness; and it is further expressly covananted and agreed that, upon any such breach, the legal holder of for that purpose, the court in which such bill is flied may at once, or at any time thereafter, either before or after foreclosure sale, and without application for a receiver, of the person or persons then liable for the payment of the solvency or insolvency at the time of such then value of said promises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of indebtedness secured hereby, and without regard to the dealer of 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

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

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

The Grai tor 3) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal ind ote iness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and the ... or be noted innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense v ... c) may exist in favor of any party interested against any prior holder of the note held by such noteholder.

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

It is expressly agreed by the parties 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 mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds. Furgages, or 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 Trustee, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of uch tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice the school and the control of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not such payment the and other charges to be paid by the Grantor(e), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations herein-contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the henefit of the henefit of the hene; executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither set. Trustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except asse of its, his, or their own gross negligence or missondout. No delay or omission to exercise any right or power accruing upon any refault continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence the um, and every such right and power may be exercised from time to time as time a may be deemed expedient.

The Trustee or the noteholder shall have the right to inspet the premises at all reasonable times and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Comp. ny of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by vivice of such successorship, become Trustee herseunder, with identical powers and authority, and the title to said premises shall thereupon for with and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of an further transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, in jurying the release of this trust deed.

The Trustoe at any time acting hereunder may resign or discharge itself of the Trustoe at any time acting hereunder may resign or discharge itself of the Internet hereby created by a resignation in writing filed in the Office of the Recerdor or Registrar of Titles of the county in which the Instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustoe at any time soling hereu ider, hen and in such event and in the following order (1) Chicago Title and Trust Company, an illinois Corporation, and (2) the Record, of Dr. de of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority, and the title to said promises 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 or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment, and or acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness , the hand(and seal(e) of said Grantor(e), the date first above written. Entire is the control of the Robert of Dolan (SEAL)
350	Jean & Rolan (SEAL)
9	Jean R. Dolan (SEAL)
	MARY JEAN GARVEY a notary
TE OF ILLIÑOIS (89. INTY OF COOK (89.	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Robert J. Dolan and Jean R. Dolan, his wife
	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named

·/:

...•

ţ.......... CO

<u>UNOFFICIAL COPY</u>

RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN TRUST DEED DATED
MAY 9, 1973

EXECUTED BY ROBERT J. DOLAN AND JEAN
R. DOLAN, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause of to be transferred or suffer an involuntary transfer of any interest, whether legal of equitable, and whether possessory or otherwise in the mortgaged without the advance written consent of the mortgagee or its assigns, and advance written consent of the mortgagee or its assigns, and advance written consent of the mortgagee or its assigns without the its assigns may, in its or their sole discretion, and without notice to the payable.

Ox Cook Colling Clarks Office

UNOFFICIAL CO

COOK COUNTY, ILLINOIS

MA: 17°73 12 30 BH 0 258 SS

329070

ADDRESS OF PROPERTY: 2139 THORNWOOD AVENUE WILMETTE, ILLINOIS 60091

Continental Illinois National Par and Trust Company of Chicago

CHICAGO, ILLINOIS

Continent - Vilizois National Band an's Struct Company of Chicago

JEAN R. DOLAN, HIS WIFE

Trust Beed

LOAN No. 121127

070 9SE SS

this day been identified by the undersigned by orincipal note described in Within trust deed entinental Miliwis Hational Mant and Crust Company of Chicago

END OF RECORDED DOCUMENT