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This Indenture, made at Chicago, Illinois, this

11th

day of April

, 19 75, by and

1.00

between, Joseph R. Miller and Helen L. Miller, his wife, of Chicago, Cook County, Illinois

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

Witnesseth:

Whereas, the said Joseph R. Miller and Helen L. Miller, his wife

To fultion secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing. June 1, 1975, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without was allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee. In noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills or when the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt c, demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills which is leaded to the excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any montained in the ondeposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may effect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of one mortgaged premises.

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

### Interest, said note bears interest from May 1, 1975 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and her almater provided) at the rate of soft pack candidate annually until paid, all of which principal and interest is payable in lawful money 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 place as the legal holder thereof may from time to time appoint in writing.

Nam, Therefore, 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 performed by the Grant'ur(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trus'se the following described real estate situated in the County of Cook and State of Illinois, to wit:

LOT 291 IN 3RD ADDITION TO PACESETTER KNOLLCREST HARRY M. QUINN MEMORIA! SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH; RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL'INDIS

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 hoat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or contrally controlled), all screens, acreen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boliors, ranges, motors, sinks, bathitubs, 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 pladged, 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 Hune and On Huld the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedess hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

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 noteholder, to exhibit receipts therefor; not to allow any building erected on said premises to remain unlinished, 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 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 sacytly, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of sight sex/defy.489.3 annually, shall become so much additional indebtedness sexual or any and shall be included in any decree of foreclosure hereof, and shall be included in any decree of foreclosure hereof, and shall be included in any decree of foreclosure hereof, and shall be paid out of the rents and proceeded of sale of said premises if not otherwise paid by

It is further made an express conclition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and the neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the limit 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 dead, and that the lien of this trust dead shall extend to any and all improvements, fixtures, now or hereafter on said premises, as proof any other lien thereon that may be claimed by any person, it being the intention hereof that after the filling of this instrument for roce d in the office of the Recorder or Registrar of Titlos of the County in which the mortgaged property is situated, subsequently accruing claims, or "on shall take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all cor ractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

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As additional security for the payment of the aforesaid incept dress that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of the continuance including with damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance for a temporate by the trustee or the noteholder, to make all sums recoverable upon such policies payable to the Trustee for the bine of the noteholder. It has been 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 or less than 10 days before the expiration dath of the price policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the trustee or the noteholder any procure such insurance for a term not to exceed five (5) years, and all moneys pald therefor, with intended any decree of or one sure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the charter of the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby ampowered to adjust collect and compromise in its time of the later and account and the collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion. It claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and it ther papers; and all insurance money recovered shalf be forthwith applied by the Trustee, as it, or the legal holder of said principal note, my circle, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures de naged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fitteen (15) days after receipt of my control of said buildings or distures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Trustee or not holder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, under archive, a portificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Gra. tor(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or notholder as it, or the inst holder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by theypieholder for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of sight series (RFA) annually, shall become so much additional indebtedness secured by this trust deed and shall be taken by condemnation, the Trustee is hereby empowered to collect and

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 damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may elect, 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 moneys 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 Granter(s) hereby walve(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, leas 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 hald premises, taxos, 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 flied may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Granter(s), or to any party claiming under said Granter(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 then value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

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## PART OF THAT CERTAIN TRUST BEE MAD; A APRIL 11, 1975 EXECUTED BY JOSEPH R. MILLER AND HELEN L. MILLER, HIS WIFE

Mortgagors do further covenant and agree that they will not runs or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mr gaged premises, to any third party, so long as the debt secured hereby subsided without the advance written consent of the mortgage or its assigns, and further that in the event of any such transfer by the mortgagors without advance written consent of the mortgage or its assigns, the mortgage 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.

Joseph R. Miller

Joseph R. Miller

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thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items: (1) amount due upon the indebtedness secured bereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as aforesaid, upon the improvements upon said premises, or (4) taxes, special assessments, water chages, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same. decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, attorney's fees, and standard the 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 deed, costs, charges and expenses, shall constitute so much without the cost of the trust deed, shall also be paid by the Grantor(s) and that all such eas, costs, charges and expenses, shall constitute so much without the cost of the trust deed, whether decree of foreclosure shall have been entered therein or not, sitterney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and the paid out of the reals, or out of the proceeding to each expense.

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 pursual ce of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and tue's'e'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 saight parks at a control of the trustee, or by the noteholder, for any purpose authorized in the indebtedness hereby secured; and (4) all of said principal money remail in a inpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

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

The Grantor(s) and all 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 inde-tedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona fi. e. h nocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may exact in favor of any party interested against any prior holder of the note held by such noteholder.

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

It is expressly agreed by the p rities lereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of in tebtedness 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, mortgage 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 in a rustee, mortgage, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such 1x, here and in any such over the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, it or in any such tox on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shan, r 1x option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be r quired 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 vario is rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of the respective of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations here in contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the behalf of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Truste in reference the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of 'a, its, or their own gross negligence or misconduct. No delay or construed to be a waiver of any such default or acquiescence therein, and over 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 premides at all reconable times and access thereto shall be permitted

In case said Continental Illinois National Bank and Trust Company of Chicago shall be aucceeded, 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 virtue of such and seasonable, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by the instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any further truster, or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of falls trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and from the trust increby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrumer, a sell have been recorded or filed.

order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the county in which the mortgaged property is altuated, are hereby respectively designated and appointed as successors in trust under this truck double 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

See Rider(s) attached hereto and made a part hereof.	
₩itness, the hand(s	and seal(s) of said Grantor(s) the date-first above written.
	Jarph B Miller Stan
THIS INSTRUMENT WAS PREPARED BY	Joseph R. Miller
estern a 1770 231 soria valle st	Lelen & Hiller
CHICAGO, ILLINOIS COLDS	Alelen L. Miller
C.	The state of the s
ATE OF,ILLINOIS ( as.	1. PAMECH CBILIER a notary
OUNTY OF COOK 1	public in and for said County in the State aloresaid, DO HEREBY CERTIFY that the within named
	Joseph R. Miller and (Nelen L. Miller, his wife
	ASSECTION OF THE PROPERTY OF T
- Carlo	personally known to me to be the same person(s) whose name(s) are subscribed to the fore-
	personally known to me to be the same person(s) whose name(s) are subscribed to the fore- going instrument, appeared before me this day in person, and acknowledged that they signed, sealed.
	personally known to me to be the same person(s) whose name(s) are subscribed to the for- 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

