( fue.)

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MAY 19 63-79-157D

This Indenture, made at Chicago, Illinois, this

13th

day of May

, 1975 , by and

between. Harrie A. Vanderstappen, A Bachelor, of Chicago, Cook County, Illinois

horeinafier 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.

Bitnesseth:

Thirress, the said Harrie A. Vanderstappen, A Bachelor

To further source the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing July 1, 19.75, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual resignation and seasons and levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or an indicate the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of camend therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills or in it such shall be in 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 the indeptedness secured hereby, the holder of the note may at its option, without being required to do so, apply any money at the time on 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 extend the paid to Grantor or to the then owner or owner, of the more may and the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owner. of the more gas and premises.

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

Note: 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 Gruntris), 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 Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

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Lot 3 in Robert Clarence Browns Addition to Lincolnwood being a resubdivision of Duthil and Cornilles Resubdivision of Block 4 of A. McDaniels Addition to Evanston in the South East quarter of fractional Section 11, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

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together with all and aingular 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, 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, turnaces, 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 ell of the same are hereby conveyed, asgined and plaged, 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 improvements thereon, are hereinafter referred to herein as the "premises" or the "mortgaged property.")

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Un Haur and Un 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 y 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

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 elitated, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; on to allow any building erected on said premises to remain untinished, 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 redeem said premises or or the received of the control of t

it is further made an express condition and cover anthereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and that neltile related for any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the laws of many of an arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this trust deed, 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 other the related to the state of the related 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 accruing claims for lien small take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all contraction, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take not ce of the shows provisions.

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

As additional security for the payment of the aforesaid indebtedners, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the control of said indebtedness, insured against loss or damage by the with extended coverage endorsement for the full insurable value of said in all in any said fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and such other insurance including wird mage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all in responsible insurance occur, mins to be approved by the Trustee or the noteholder; to make all sums recoverable upon such policies payable to the Trustee or the benefit of the noteholder by the usual mortgage or trustee clause to be attached 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 expiration date of "... orior policy being renewed or replaced. In insurance for a term not to exceed five (5) years, and all moneys paid therefor, with inters that the "also of gight pathing annually shall be so much additional indebtedness sceured hereby, and may be included in any decree of "... orios) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policy; and 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 empowered to adjust, collect, and compromise, in its discrept.

The Trustee or noteholder is hereby empowered to adjust, collect, and compromise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, at discretion of the property and all insured, all necessary proofs of loss, receipts, releases, at discretion of the property and all insured, all necessary proofs of loss, receipts, releases, at discretion of the property and all insured on the property and all insured on the property and all insured on the property and all insured or the property and all insured or the property and all insured or the property of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixture is an appeal or destroyed; and it is expressly coveranted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after in all 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 Trustee or noteholder and for a reasonable compensation to said Trustee, whereupon such insurance money shall be so applied, und, ear it is a contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Carbur(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or notholder as it, and it is a contractor of the forthwith and its progress. And if the Carbur(s) shall fall to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or notholder as it, and its contractor of the property of the property of the property of the insurance money, paid by the Trustee or notholder as it, and its compensation, with interest thereon from the respective dates of payment thereof at the rate obs

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 nots, 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 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 filled 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 notice to 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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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 lian or charge upon said premises that may be or become superior to the lian 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 toreclose 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.

Ther 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 cell'uny such decree: (1) all the costs of such sult or sults, advertising, sale, and conveyance, including attorney's, stenographer's and trustee's fer outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the "outlays for documentary purpose authorized in this trust deed, with interest on such advances at the rate of sight parksask(69%) ar usely; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money remaining unclear. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstand! ( ar / subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the maker of universe shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and the Miker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebtedness '.ero', secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona flos it is not scholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

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

It is expressly agreed by the part is a preto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of inde. to he is 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, mortgages, r, 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 Trustice, mortgages, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tay, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, if the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be refulled 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 the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rivers, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of therefore a socialist 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 benefit of the benefit of the parties hereto, provided always that neither said Trustee or the noteholder, nor any 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 accruler upon any default conditions, as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, an item by 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 premise's a' all reasonable times and access thereto shall be permitted for that purpose.

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

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

in case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in the following order (1) Chicago Title and Trust Company, an illinois Corporation, and (2) the Recorder of Deeds of the ordering in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust legs, 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

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 creditors of such are tor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

the hand(s) and easi(s) of said Grantor(s) the data first above written.

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

25 (5)(5)		AL)
THIS INSTRUMENT WAS PREPARED BY	Harrie A. Vanderstappeh <sup>t</sup> (C	EAT /
IOSEPH M. TWO Z31 SO. LA SALLE ST.	(st	EAL)
CHICAGO, ILLINOIS 60693	(SE	AL)
	Mary T. Geigner	
TATE OF ILLINOIS   68.	public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within na	tary med
	Harrie A. Vanderstappen, A Bachelor	
A MASSA	personally known to me to be the same person(s) whose name(s) 18 subscribed to the figorial instrument, appeared before me this day in person, and acknowledged that he signed, set and delivered the said instrument as his free and voluntary act and deed, for the uses and purpositions set forth, including the release and waiver of the right of homestead.	led,
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## PART OF THAT CERTAIN TRUST DEED MADE A MAY 13, 1975 EXECUTED BY HARRIE A. VANDERSTAPPEN BACHELOR

Mortgagors do fur her 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 writter 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 scle discretion, and without notice to the mortgagor, declare the whole or the debt hereby secured immediately due and payable.

Herrie & Vondenlanen E

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has this day been identified by me undersigned by

an endorsement th "-on.

The principal note descrit ed ... within trust deed

Chicago, Illinois,

Contin utal Allinois Bational Bank nd Erusi Company of Chicago

HARRIE A, VANDERSTAPPEN, A BACHELOR Orust Deed

Continental Allinois Rational Bank and Trust Company of Ch cago

CAROLE J. MIASO REAL ESTATE DEPT.
231 BLDG. — 15 FL. Confir intal is nois National Bank and "rust Company of Chicago 231 Sum La Salie Street

Continental Minois Antional Bank and Erust Company of Chicago CHECAGO, ILLINOIS

ADDRESS OF PROPERTY: 2147 BENNETT EVANSTON, ILLINOIS 60201

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