

SEP 26 5 40 PM '78

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BOX 978

This Indenture, Made this 14th day of September, 1978, WITNESSETH, that, WHEREAS THE GRANTOR, NATHAN SCHWARZ and BEVERLY SCHWARTZ, His Wife

of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal holder or holders of the principal promissory note hereinafter described in the principal sum of SIXTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS, as evidenced by said note, to-wit:

Installment principal Note in the amount of \$16,900.00 bearing interest at the rate of ten and one-half per cent (-10-1/2%-) per annum, said principal and interest to be paid, as follows, to-wit:

10.00

In monthly installments of Two Hundred Twenty Eight and No/100 Dollars (\$228.00), commencing December 1st, 1978 and continuing on the first day of each month thereafter until the entire principal indebtedness is paid, which installments shall be applied first to the payment of interest on the whole amount of said principal sum remaining from time to time unpaid, and the balance to the reduction of the principal sum.

bearing even date herewith, made payable to Bearer and by the Grantors duly delivered, which said principal and each and every installment thereof or of interest thereon bear interest after maturity at the rate of 7% per annum, and all of said principal and interest are payable in law as money of the United States of America at the office of CHICAGO CITY BANK AND TRUST COMPANY, Chicago, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto CHICAGO CITY BANK AND TRUST COMPANY, a corporation created and existing under the laws of the State of Illinois and doing business in Chicago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to-wit:

Lot 65 also a strip 10 feet wide West and adjoining said Lot 65 in Matlier's Subdivision of Lots 1 to 10 and 12 in Block 5 in Linden Grove, a Subdivision of the South 90 acres and the West 35 acres of the North 70 acres of the Northwest Quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

SEP 28 2 45 PM '78

RECORDER OF DEEDS

24649007

THIS INSTRUMENT WAS PREPARED BY CHICAGO CITY BANK & TRUST CO. 815 W. 63rd STREET CHICAGO, ILL. 60621

situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances therunto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerating, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises, in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to his successors forever for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on the encumbrances, if any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided to pay, before any penalty shall attach thereto, all taxes and assessments, or installments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in an insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee's clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee; and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or any of them, may pay such taxes or assessments, or discharge or purchase any tax liens or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, or principal thereof, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure

hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and recover all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Grantee, then The Mutual National Bank of Chicago is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Grantee.

The Grantors agree that the legal holder or holders of said principal note or any agent designated by such holder or holders may take possession of the said premises in case of default hereunder or in the payment of the indebtedness hereby secured, and that such holder or holders or such agent, while in possession thereof, shall have all of the rights and powers of receivers in chancery with respect to the management and control thereof, including without limitation the right to take charge of said premises, to collect the rents, issues and profits thereof, to operate, manage and conserve said premises, to find tenants therefor and to lease the same, to employ janitors, custodians and other help, to make necessary repairs, and to pay operating expenses, including bills for water, light and fuel. The rights and powers herein conferred upon said holder or holders are in addition to and not in derogation of any rights and powers conferred upon the grantee as trustee by virtue of law.

In addition to the payments herein provided, the grantors agree to make proportional monthly deposits sufficient to pay each and every installment of the general real estate taxes levied against the premises, at least thirty days before any penalty shall attach thereto.

If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed secures more than one principal note, then the word "notes" as used herein shall be held to mean such notes.

WITNESS the hands and seals of the said Grantors the day and year first above written.

Nathan Schwartz (SEAL)  
Beverly Schwartz (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.



I, STANLEY G. SWANSON  
A NOTARY PUBLIC in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, That

Nathan Schwartz and Beverly Schwartz, His Wife  
personally known to me to be the same persons whose names are subscribed to the foregoing 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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 15th day of September 1978.

The principal note mentioned in the within Trust Deed has been identified herewith.  
Register Number 07-37778  
CHICAGO CITY BANK AND TRUST COMPANY,  
Trustee,  
By Stanley G. Swanson  
Senior Vice President

Stanley G. Swanson  
NOTARY PUBLIC

BOX 978  
Trust Deed  
Nathan Schwartz  
and  
Beverly Schwartz  
TO  
CHICAGO CITY BANK AND TRUST COMPANY  
TRUSTEE  
Address of Property  
6403 South Halsted Street  
Chicago, Illinois 60621  
CHICAGO CITY BANK AND TRUST COMPANY  
HALSTED AT SIXTY-THIRD  
CHICAGO 21, ILLINOIS