THIS INSTRUMENT WAS PREPARED BY: CHICAGO, ILLINOIS 60675 -

A STATE OF THE PROPERTY OF THE PARTY OF THE

Add R. Olan 25262075

KELDHOFF OF DEEDS CODA COUNTY ILLINOS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 6, TO JANE E. KNEEDY,

. 19 79 . between

MARK J. KNEEDY, MARRIED

, herein referred to as "Mortgagors," and

THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinaf er vescribed (said legal holder or holders being herein referred to as Holders of the Note) in the principal sum of ONT HUNDRED THOUSAND AND NO/100 - - - - - - - - - -

Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sin and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 10.625 % per annum in instalments as follows: NINE HUNDRED FIFTY-THREE AND NO/100 (\$953.00)

lst Dollars on the

Dollars on the 1st day of each month thereafter until said Note is fully paid, except that the final payment of principal and interest, it not somer paid, shall be due on the <u>lst</u> day of <u>December</u>, 2004.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remain der to principal and all of said principal and interest are to be made payable at such banking house or trust company in the City of Chicago, Illinois, as the Holders of the Note may from time to time in writing appoint, and it als sence of such appointment then at the office of The Northern Trust Company in said City.

NOW, THEREFORE, the Mortgagors to secure the r "ment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trus Deed, and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and also in c assignation of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONV. Y an | WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, itle and interest therein, situate, lying and being in the COUNTY __ AND STATE OF ILLIP OIS to wit:

Lot 3 in Swainwood, a Subdivision of part of the North 1/2 of the North West 1/4 of Section 35, Township 42 North, lange 12 East of the Third Principal Meridian and of part of Lots 16, 1/2 and 18 in C.D. Rugen's Subdivision of part of Sections 26, 27 and 34, Township 42 North, Range 12 East of the Third Principal Meridian also Lot 1 in Swainwood unit No. 2, being a Subdivision of part of the North 1/2 of the North West 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County Illipois Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenences thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

It Is Further Understood and Agreed That:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or h damaged or be destroyed: (2) keep said premises in good condition and repair, without waste, and free fro not expressly subordinated to the lien hereof; (3) pay when due any indebtedness of such prior lien to Trus within a reasonable time any building or buildings now or at any time in process of erection upon said premountained by the conditions of the said and the use thereof; (6) make no material alterations or municipal ordinatences with respect to the premises and the use thereof; (6) make no material alterations of the said process of erection upon said premountained ordinatences with respect to the premises and the use thereof; (6) make no material alterations of the said process of erection upon said premountained ordinatences with respect to the premises and the use thereof, (6) make no material alterations of the said process of erection upon said premountained ordinates and process of erection upon the process of erection upon said premountained to the said process of erection upon said premountained to the said process of erection upon said premountained to the said process of erection upon said premountained to the said process of erection upon said premountained to the said premountaine

Mortagors may desire to contest.

3. Mortagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Note, and the Note, and the Note, and the Note of the Note, and the Note of the Note of the Note of the Note, and the Note of the Not

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	4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or herein authorized and all expenses paid or incurred in connection therewith, including attorneys fee assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fee assessment. The propose of the Note to protect the mortgaged premises and the lien hereof, plus resonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so
	5. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax ilen or title or claim thereof. 6. Mortgagors thall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holders of the Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any intainment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
	Tight to force the lind betedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the right to force the line hereof. In any guit to force to the hereof, there shall be allowed and included as additional indebtedness in the decree for sale all of the sale that the same that
	wortagors nerein contained. 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note or Trustee shall have the fight to foreclose the lien hereof, in any guit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale at the figure of the sale of the present of the sale of the figure of the sale of the figure of the sale
	costs and express i cident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which and release terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their
	9. Upon, ist v time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appoir me it may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time sale shall be then occupied as a homestead or not and the Trustee be. In
	operation of the premises that a throwned of and period, the Court from time to time may authorize the receiver to apply to the net income in his assessment or other lies which a "be no become superior to the lies of a court of any any decree foreclosing this Trust Deed, or any tax, special assessment or other lies which a "be no become superior to the lies of a such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale ar a de; icney. 10. Upon partial or total conde any ion of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder all or such portion of the proceeds it rec as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal or accrued interest of the Note as may be cited by the Holder of the proceeds so paid over shall be applied upon the principal or accrued interest of the Note as may be cited by the Holder of the proceeds so paid over shall be applied upon the principal or
	11. No action for the enforces, and of the lieu or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law up. "he note hereby secured." 12. Trustee or the Holders of the Note shall law the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
	13. Trustee has no duty to examine the title location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless express. "bigated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that o' the lients or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given. 14. Trustee shall release this Trust Deed and the lint hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee, and deliver a release hereof to and at the request of any person who shall either
	14. Trustee shall release this Trust Deed and the lint thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee as "cute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note; representation Trustee may accept as true without inquiry. We are release is requested of a successor trustee, such successor trustee may accept as the genuine. No executed by the programment of the properties of the successor trustee may accept as the genuine. The successor trustee may accept as the genuine Not not successor trustee with the description territories and the successor trustee hereunder or which makers thereof; and where the release is requested of the original trustee. The properties to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee are it is not acceptable therein, it may accept as the genuine Note herein designated as makers thereof the original trustee as the new properties of the Note and which purports to be executed. Or her presented and which conforms in substance with the description herein contained of the Note and which purports to be executed.
	recorded or filed. In case of the resignation, inability or refusal to act of Tr ace. Chicago Title and Thust Company, Chicago Hinois, an Illinois corporation, shall be Successor in Trust and in case of its resignation, inability or rely sal to act, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust here, does not seem to the company are the reliable to the company of the company of the company of the seems of the company of the compan
	16. This Trust Deed and all provisions hereof, shall extend to and be of all. Upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such pers ad all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Note or this Trust I eed. 17. Without the prior written consent of the Holders of the Note, the Mortgagors, all not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this coverant, and to delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or the provided in the Note of this coverant, and to delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or the provided in the Note of this coverant, and the provided in the Note of the provided in the Note of the source of the payment of the payment of the payment of the payment of the provided in the Note of the Note.
	17. Without the prior written consent of the Holders of the Note, the Mortgagors and not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and to dealy in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or the premises. Witness the hand and seal of Mortgagors the day and year first above written. Man Jane 1. [seal]
	Witness the hand, and seal of Mortgagors the day and year first above written.
	[seal]
	STATE OF ILLINOIS 1. Mo Undersigned a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY HAT MARK J. KNEEDY, married to JANE E. KNEEDY
TI III	who_i5 personally known to me to be the same personwhose name_i5subscribed to the foregoing In_ strument, appeared before me this day in person and acknowledged that 10signed, scaled and delivered the
	A light English and hand an orarial Saal this
_	SSUED THRU ILLINOIS NOTARY ASSOC Notary Public The Instalment Note mentioned in the within Trust Deed has been identified
	IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN by herewith under identification No. 326298 THE NORTHERN TRUST COMPANY, ATTURES, by
	BEFORE THE TRUST DEED IS FILED FOR RECORD. Second Vice President Assistant decreasy D NAME THE NORTHERN TRUST COMPANY
	E ATTN: A. L. BOND L STREET 50 SO. LA SALLE STREET Described property here
	CHICAGO, ILLINOIS 606/5 2025 Spruce Drive