Form 1, Trust Deed for Instalment Note

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This Indenture, made fluly 58 and KATHLEEN M. KLEINFELDT, his wife

19.84 between KEITH R. KLEINFELDT

herein referred to as "Mortgagor" and

### South Chicago Savings Bank,

99 an Illinois corporation doir o usiness in Chicago, Illinois, herein referred to as "Trustee", witnesseth:

σ THAT, WHEREAS the Moragor is justly indebted to the legal holder of the Instalment Note hereinafter described, said legal holder being herein re. rrre' to as "Holder of the Note", in the principal sum of FORTY THOUSAND AND NO/100---(\$40,000 JO)-of evidenced by one certain Instalment Note if the fortgagor of even date herewith, made payable to

BEARER, and delivered, in and by which said N et i.e Mortgagor promises to pay the said principal sum and interest thereon at the rate in said note specified: Said note provider, interval alia: that said principal sum and interest shall be paid in lawful money of the United States of America at such bank ng h use or trust company in the city of Chicago, Illinois, as the Holder of the Note may, from time to time, in writing appoint and in the absence of such appointment, then at the office of South Chicago Savings Bank in said city,

in instalments until said ste a fully paid, except that such amount as may then be unpaid shall be due and payable on , 1 ; and that at the election of the Holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest, shall become at once due and unpaid shall be due and payable on payable at the place of payment aforesaid in case of default in the pa men of principal or interest when due in accordance with the terms thereof, or in case default shall occur and continue for timer days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in

NOW, THEREFORE, the Mortgagor to secure the payment of the said punciful um of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the perfor land of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration. Using sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRAN I unto the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and in crest of t'e Mortgagor therein, situate, lying and being in the County of Cook and in, situate, lying and being in the City of Lansing State of Illinois, to wit:

Lot 197 in the 4th Addition to Forest Glen Subdivision being a Subdivision of part of the South East 1/4 of Section 36, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COOK COUNTY, ILLINOIS

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances 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 pri-marily 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 beat, 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, inador beds, 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 Mortgagor or his 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 Mortgagor does hereby expressly release and waive

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#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagor shall (1) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the p a ises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and I ee from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any to lebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit existactory evidence of the discharge of such prior lien to Trustee or to Holder of the Note; (4) complete within a reast nable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in aid r emises except as required by law or municipal ordinance; neither do, nor suffer to be done, anything whereby the security acrety effected or intended so shall be weakened, diminished or impaired.
- 2. In addition to and together with each payment of principal and interest payable under the terms of the note ser cured hereby, the Morte go will deposit monthly with the Holder of the Note, until the indehtedness secured hereby is fully paid, a sum equal to inequelith (1/12) of the amount estimated by such Holder to be required annually to pay general taxes, special asses, and hazard insurance premiums next to become due; and the Holder of the Note is authorized to apply the sums so deposited coan, part thereof, in payment of said items or any of them. The Holder of the Note shall not be required to pay said items or any of them except upon presentation to such Holder of proper bills therefor, nor unless sufficient funds are so on deposit to pay the same. The Mortgagor shall make up any deficiency in the amount necessary to make any and all payments of the item hereis mentioned when the same respectively become due. The Holder of the Note shall not be required to inquire into the validity or accuracy of any bill so presented, and nothing herein contained shall be construed as requiring the Holder of the not to idvance any moneys for the payment of any of said items or any part thereof. The Mortgagor hereby pledges such a ports as additional security for the payment of said items and of any and all sums due or to become due and secured by this tr st ded, and agrees that any sum so on deposit with the Holder of the Note may, notwithstanding anything hereinelsewhere the agree of the payment in whole or in part of such taxes. assessments and premiums as well after as before any delau c by the Mortgagor and the balance, if any, to the satisfaction pro tanto of any other sum or sums secured hereby.
- 3. The Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning, windstorm, or other hazarus to which it may be subjected, in an amount not less than is sufficient to protect the said premises against such risks and each of them and shall pay to the Holder of the Note a sum sufficient in the first instance, to purchase such protection and thereafter prior to the expiration date of policies in force, a sum sufficient to renew such policies as hereinbefore provided. All such process shall be made payable in case of loss or damage, to the Trustee for the benefit of the Holder of the Note, and shall remain in the possession of the trustee or the Holder of the Note so long as said indebtedness or any part thereof shall remain any id. All moneys received under such policies, or any of them, covering payment of insured losses shall be applied to restoratio, of the security or to the loan balance as the Holder of the Note may determine.
- 4. In case of default therein, Trustee or the Holder of the Note may, but need not make ny payment or perform any act hereinbefore required of Mortgagor 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, dis nar on compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeit ire of feeting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all explanes paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee of the Holder of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee f r each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby in shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum Inaction of Trustee or Holder of the Note shall never be considered as a waiver of any right accruing to them on accoun of any default hereunder on the part of Mortgagor,
- 5. The Trustee or the Holder of the Note hereby secured making any payment hereby authorized relating to taxe 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 lien or title or claim thereof.
- 6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Holder of the Note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any thing in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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 Mortgagor herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Holder of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred by or on behalf of Trustee or Holder of the Note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee icies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or Holder of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparaeither as plaintiff, claimant or defendant, by reason of this trust deed or any indeptendent increase whether or not of tions for the commencement of any suit for the foreclosure hereof after accrual of such right to to foreclose whether or not of the commencement of any suit for the foreclosure hereof after accrual on the special property of the preparation of the commencement of the c actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the prem ises or the security hereof, whether or not actually commenced.

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- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest emaining unpaid on the note; fourth, any overplus to Mortgagor, the Mortgagor's heirs, legal representatives or assigns, their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may af point a receiver of said premises. Such appointment may be made either before or after sale, without notice, without the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then lue of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointe. as uch receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of sum freeclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be red exption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entired to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the ocception, possession, control, management and operation of the premises during the whole of said period. The Court from time time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indestedress occured hereby, or by any decree foreclosing this trust deed, or any tax, special assess ment or other lien which may or or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the part, interposing same in an action at law upon the note hereby secured.
- 11. Trustee or Holder of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the ut, legation, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise an power berein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in use of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemn ics satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and the lien ther of b proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been 6.17 aid; and Trustee may execute 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, representing that all indebtedness hereby secured has been paux, inc. representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note  $m^2$  which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the  $m_0$  all trustee and it has never executed a certificate on any instrument identifying same as the note described herein it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder of Dec. s c. Registrar of Titles of the County in which this instrument shall have been recorded or filed. In case of the resignation matrixty or refusal to act of Trustee, the then acting Recorder of Deeds of the county in which the premises are situated shar or Successor in Trust. Any Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein liven Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all provisions ing under or through Mortgagor, and the word "Mortgagor" while in the singular number when used herein s all include all such persons, whether one or more, liable for the payment of the indebtedness or any part thereof, whether are a such persons shall have executed the note or this Trust Deed. The words "Holder of the Note" while singular in number shall include the person or persons, whether one or more, who at any time may be the actual holder or holders of the note.
- 16. The Holder of the Note may, from time to time, forbear to pursue any right or remedy, or consent to the change of any one or more of the terms of said note or of this trust deed without notice to the Mortgagor or to any other person or persons who may have assumed payment of said indebtedness, or any part thereof, and such forbearance or change nor shall any act other than actual payment of said indebtedness and the cancellation of said note, release the Mortgagor and such other person or persons, or either of them, from liability for payment of said indebtedness or any part thereof.
- If all or any part of the Property or an interest therein is sold transferred by Borrower without Lender's prior written consent, excluding
- (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliance (c) a transfer by devise, descent or by operation of law upon the death of a
- joint tenant or (d) the grant of any leasehold interest of three years or less
- not containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Mortgage to be immediately due and payable.

WITNESS THE HAND AND SEAL of the Mortgagor the day and year first above written Keith & Kleinfildt (SEAL) Bottlew M. Thunfildt (SEAL) (SEAL) (SEAL)

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Of County Clerk's Office

To South Chicago Savings Bank Trustee TRUST DEED For Instalment Note

South Chicago Savings Bank

EE 6/10/27 201 265

2959 EAST 92ND STREET

END OF RECORDED DOCUMENT