



TRUST DEED

THIS INSTRUMENT WAS PREPARED BY: SHERWIN M. WINER, 205 W. Randolph St., Chicago, Ill. 60606

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made APRIL 15 1986 between RICHARD J. KLEINPASS, ---

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED SIXTY-EIGHT AND 07/100 (\$138,368.07) Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest... THE RIDER ATTACHED HERETO AND MADE A PART HEREOF AND BY REFERENCE IS INCORPORATED HEREIN... account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal...

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and in performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 3 in North Shore Boulevard Subdivision of the East 1/2 of the Southwest 1/4 of Section 12, Township 41 North, Range 14, East of the Third Principal Meridian, (except the South 30 acres thereof), in Cook County, Illinois.

Permanent Index #: 11-22-306-308

12.00

Commonly known as 1301-03 W. Columbia/6718-20 N. Lakeside, Chicago, Ill. 60626

which, with the property hereinafter described, is referred to herein as the premises... TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein, together with all rents, issues and profits thereof for so long and during all such times as Mortgages may be made thereon, which are pledged primarily and in a priority with said real estate and not secondarily, and all apparatus, equipment, and articles of personal property therein, to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether supplied by public utility or otherwise, and all ventilators, ducts, pipes, and apparatus for restricting the foregoing, screens, window shades, storm doors and windows, fire extinguishers, beds, ranges, stoves, 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 on 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 in 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Richard J. Kleinpass (Signature and Seal)

STATE OF ILLINOIS, I, TED A. JOSEPH, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD J. KLEINPASS, who is personally known to me to be the same person whose name is 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.

Given under my hand and Notaral Seal this 15th day of April 1986

Ted A. Joseph (Signature) Notary Public

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1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep and maintain in good condition and repair, without water, and free from mechanical or other defects; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon receipt of any satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building under construction now or at any time in process of erection upon the premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which may be levied against the premises or improvements thereon, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor.

3. Mortgagor shall keep all buildings and improvements now or hereafter on the premises in good condition and repair, and shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep and maintain in good condition and repair, without water, and free from mechanical or other defects; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon receipt of any satisfactory evidence of the discharge of such prior lien to Trustee or to the holder of the note; (d) complete within a reasonable time any building or building under construction now or at any time in process of erection upon the premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

4. In case of default hereunder, Trustee of the note may, but need not, make any payment or perform any act before foreclosure 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, discharge, compromise or settle any tax lien or other lien or title or claim in connection with any such encumbrances. All expenses incurred in connection with the payment of such taxes, assessments, interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim in connection with any such encumbrances shall be paid by Mortgagor. All expenses incurred in connection with the payment of such taxes, assessments, interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim in connection with any such encumbrances shall be paid by Mortgagor. All expenses incurred in connection with the payment of such taxes, assessments, interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim in connection with any such encumbrances shall be paid by Mortgagor.

5. The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a 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, lien, forfeiture, tax lien or title or claim in connection with any such encumbrances, or into the validity of 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, lien, forfeiture, tax lien or title or claim in connection with any such encumbrances.

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 anything 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 installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any obligation of Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders 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 paid or incurred by or on behalf of Trustee or holders of the note for attorneys' 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, title insurance policies, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary in order to procure 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to that mentioned in the note. All such additional indebtedness shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to that mentioned in the note. All such additional indebtedness shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to that mentioned in the note. All such additional indebtedness shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to that mentioned in the note.

8. The proceeds of any foreclosure sale of the premises, 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 remaining unpaid on the note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of the bill, without notice, without regard to the solvency or insolvency of Mortgagor as at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the usual intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and collection of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the deficiency in case of a sale and the deficiency in case of such decree, provided such application is made prior to the foreclosure suit; (b) the deficiency in case of a sale and the deficiency in case of such decree, or by any decree foreclosing this trust deed, or any part thereof, for the purpose of applying the same to the deficiency in case of a sale and the deficiency in case of such decree, or by any decree foreclosing this trust deed, or any part thereof, for the purpose of applying the same to the deficiency in case of a sale and the deficiency in case of such decree, or by any decree foreclosing this trust deed, or any part thereof, for the purpose of applying the same to the deficiency in case of a sale and the deficiency in case of such decree.

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 party interposing same in an action at law upon the note hereby secured.

11. Trustee or the 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 title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power hereof given unless expressly obligated 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 of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereof given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof, 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 paid, which 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 designated and which conforms with the description herein contained of the original note which it has never placed its identification number on the note described herein; and where the release is requested of the original trustee and which purports to be placed thereon by a prior trustee hereunder designated as the maker thereof; and where the release is requested of the original trustee and which purports to be placed thereon by a prior trustee hereunder designated as the maker thereof; and where the release is requested of the original trustee and which purports to be placed thereon by a prior trustee hereunder designated as the maker thereof; and where the release is requested of the original trustee and which purports to be placed thereon by a prior trustee hereunder designated as the maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 715294
By *[Signature]* Trustee
CHICAGO TITLE AND TRUST COMPANY,
1301-03 W. Columbia/6718-20 N. Chicago, Illinois 60626
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
MAIL TO: SHERWIN M. WINNER, ATTORNEY AT LAW, 205 W. Randolph Street, Suite 1530, Chicago, Illinois 60626
PLACE IN RECORDERS BOX NUMBER 50

UNOFFICIAL COPY

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UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN TRUST DEED, DATED APRIL 15, 1986, MADE BY RICHARD J. KLEINPASS, AS MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE, COVERING THE PREMISES COMMONLY KNOWN AS 131-13 WEST COLUMBIA 6718-20 NORTH LAKEWOOD, CHICAGO, ILLINOIS 60626, WHICH PREMISES HAS A PERMANENT INDEX NUMBER OF 11-32-306-008.

1. The principal sum of ONE HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED SIXTY-EIGHT AND 07/100 DOLLARS (\$138,368.07) shall be paid by Mortgagor in the following manner:

Mortgagor promises to pay the said principal sum of One Hundred Thirty-Eight Thousand, Three Hundred Sixty-Eight and 07/100 Dollars (\$138,368.07) and interest from April 15, 1986 at the rate of ten (10%) percent per annum on the principal balance remaining from time to time unpaid, and shall pay said principal sum and interest at the rates and in installments (including principal and interest) as follows:

- a. The sum of One Thousand, Two Hundred Fifty and 36/100 Dollars (\$1,215.36) OR MORE on the 15th day of May, 1986, and the sum of One Thousand, Two Hundred Fifteen and 36/100 Dollars (\$1,215.36) OR MORE on the 15th day of each month thereafter, up to and including the 15th day of February, 1988, said payments bearing interest at the rate of ten (10%) percent per annum on the balance of principal remaining from time to time unpaid.
- b. The sum of One Thousand, Three Hundred Fifteen and 99/100 Dollars (\$1,315.99) OR MORE on the 15th day of March, 1988, and the sum of One Thousand, Three Hundred Fifteen and 99/100 Dollars (\$1,315.99) OR MORE on the 15th day of each month thereafter, up to and including the 15th day of February, 1991, said payments bearing interest at the rate of eleven (11%) percent per annum on the balance of principal remaining from time to time unpaid.
- c. The sum of One Thousand, Four Hundred Fourteen and 15/100 Dollars (\$1,414.15) OR MORE on the 15th day of March, 1991, and the sum of One Thousand, Four Hundred Fourteen and 15/100 Dollars (\$1,414.15) OR MORE on the 15th day of each month thereafter, with a final payment of the remaining balance of principal and interest, if not sooner paid, on the 15th day of February, 1993, said payments bearing interest at the rate of twelve (12%) percent per annum on the balance of principal remaining from time to time unpaid.

2. The Mortgagor herein may, at any time hereunder, prepay all or part of the sums due and owing under this instrument without penalty.

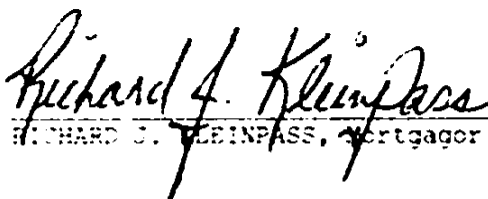
3. This mortgage and all sums secured hereby shall become due and payable at the option of Mortgagee and with notice to Mortgagor upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with Mortgagor.

4. In addition to all other payments provided for herein, Mortgagor shall deposit with Mortgagee with each monthly payment an amount equal to one-twelfth (1/12th) of the yearly taxes and assessments levied against the premises which is the security for this Trust Deed and one-twelfth (1/12th) of the annual insurance premium cost as a reserve account, which reserve account shall be used by Mortgagee to pay the taxes and insurance on said premises when due. Said deposit shall be readjusted annually upon receipt of the second installment tax bill in each year during the life of this Trust Deed.

5. In the event any language contained in this Rider contradicts that set forth in the instrument to which this Rider is attached, the language in this Rider shall prevail.

DATED this 15th day of APRIL, 1986.

THIS INSTRUMENT WAS PREPARED BY:
SHERWIN M. WINER, ATTORNEY AT LAW
205 W. Randolph St., Suite 1530
Chicago, Illinois 60606


RICHARD J. KLEINPASS, Mortgagor

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