

TRUST DEED

21 632 422

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 13 1971, between WILLIAM R. KEDZIE and RUTH L. KEDZIE, his wife,

herein referred to as "Mortgagors," and
AVENUE STATE BANK;

an Illinois corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 FIVE THOUSAND THREE HUNDRED & NO/100 (\$5,300.00) Dollars, evidenced by one certain Instalment 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 sum and interest from date thereof on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum in instalments as follows: Seventy-five and No/100 (\$75.00)

or more Dollars on the 15th day of October 19 71 and Seventy-five and No/100 (\$75.00) more 15th day of each month, thereafter until said note is fully paid except that the final

payment of principal and interest if not sooner paid, shall be due on the 15th day of Sept. 1979 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Avenue State Bank, Oak Park, Illinois.

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 the 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 County of COOK AND STATE OF ILLINOIS.

The South 44 feet of Lot 6 in Block 9 in Stannard's Second Addition to Maywood, being a Subdivision of the South East quarter of the South West quarter of Section 14, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

500

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 Mortgagors 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, in-door 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 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 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.

[SEAL] William R. Kedzie [SEAL]
[SEAL] Ruth L. Kedzie [SEAL]

STATE OF ILLINOIS.

I, Susan Dobbeck

County of Cook

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM R. KEDZIE and RUTH L. KEDZIE, his wife,

who are personally known to me to be the same persons whose names are in the foregoing instrument, appeared before me this day in person and acknowledged that they said instrument as their free and voluntary act, for the uses and purposes therein expressed, and of the right of homestead.

GIVEN under my hand and Notarial Seal this 18th day of September 1971

Susan Dobbeck
Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims (for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by lien holder or holder of the note for the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable 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 ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises, except as required by law or municipal ordinance.

2. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which MORTGAGORS may desire to contest.

[illegible][illegible]

5. The 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 lien or title or claim thereof.

6. Mortgages 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 Mortgages, 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 other agreement of the Mortgages herein.

[illegible]

8. The proceeds of any foreclosure sale of costs and expenses incident to the foreclosure items which under the terms hereof constitute the principal and interest remaining unpaid may appear.

9. Upon, or at any time after the filing of a bill of foreclosure this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the fair market value of the premises or whether the same shall be then occupied as a homestead or not. The receiver shall take possession of the premises and shall collect the rents and profits therefrom and shall apply the same to the payment of the debt 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 times when a receiver is required, except for the intervention of such receiver, would be entitled to collect such rents and profits. The receiver shall also be authorized to execute any deed or conveyance of the premises and to execute any other instrument necessary to the operation of the premises during the whole of said period. The court, from time to time may authorize the receiver to apply the net income in his hands to the payment in whole or in part of: (1) the indebtedness secured by such deed, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien or claim against the premises or the proceeds of such foreclosure sale, prior to the lien hereof; (2) any deficiency which may be due to 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 party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders 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, nor shall Trustee be obligated to record this deed or to exercise any power herein 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 herein given.

13. Trustor shall release this trust deed and the lien thereof 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 to Trustor, at any time or from time to time, after the date 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 paid, which shall constitute a release of the property herein described from the lien of the trust deed herein created. If the person or persons who shall produce 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 and which purports to be executed by the persons herein designated as the payee or payees of the note, shall produce to Trustee the original of the note, or a true and correct copy thereof, then the note so produced or copied shall be accepted by Trustee 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.

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 Deeds of the county 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 have authority to appoint a new Trustee in his stead, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed in this regard.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

SEP 22 '71 10 04 AM

Edwin R. Allen
RECORDER OF DEEDS

21632422

I M P O R T A N T

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1796

AVENUE STATE BANK, as Trustee

By U. S. Perry

Vice President

DELIVER: NAME
STREET
CITY

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT