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nis Indent	IITC. Made	December	8 19	71, between

 $\mathbf{T}$ Christ Georgiou, George Georgiou and James Georgiou herein referred to as "Mortgagors," and Checkeles) ps (Backeles) Ford City Bank an Illinois banking corporation doing business 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 hereinafter described, said legal holder or holders being herein referred to as Holders of the No.B, in the PRINCIPAL SUM OF One hundred seventy one thousand and no/100 -----evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER ے and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows: INTEREST ONLY -----February - 19 72 and INTEREST ONLY -Dollars on the usy of --- Dollars on the day of each thereafter until said note is a ly paid except that the final payment of principal and Interest, if not sooner paid, shall be due on the first day of January 19 73 All such payments on account of the indebtedness evide cee by said note to be first applied to interest on the impaid principal balance and the remainder of cipal; provided that the principal of each instalment sunless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment. cipal and interest being made payable at such barking house or trust company in Chicago Illinois, as the holders of the note ma , fro a time to time, in writing appoint, and in ORD CITY BANK absence of such appointment, then at the office of This Trust Deed and the note secured hereby are not assumat e a d become immediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Je a. 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 limitatives of this trust deed, and the performance of the covenants and agreements herein contained, by the Morty-pars to be performed, and also in consideration of the sum of One. Dollar in hand paid, the receip whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Tustee its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situ-

SEE ATTACHED

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ate, lying and being in the to wit:



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

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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 hereter 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

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BOX 533

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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 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 hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condit' in and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly a be dinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence it he discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable ane any building or buildings now or at any time in process of erection upon said premises; (5) comply in all requirements of law or municipal ordinances with respect to the premises and the use there; (6) make no material alterations in said premises except as required by law or municipal ordinance. or municipal ordinar &
- 2. Mortgagors shall par lefore any penalty attaches all general taxes, and shall pay special taxes, special assessments, where charges, sewer service charges, and other charges against the premises when due, and shall, upon ari ten request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent definite hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all in 3 and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of mone satisficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policie. Payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be cidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the hold is of 1.2 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 of the any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfe ture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes begin authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which are it cherein authorized may be taken, shall be so much additional indebtedness secured hereby and angle become immediately due and payable without notice and with interest thereon at the maximum rate per "ited by law. Inaction of Trustee or holders of the note shall never be considered as a waiver of the prior of them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any pays. It 'ereby authorized relating to taxes or assessments, may do so according to any bill, statement or e.d. at a procured from the appropriate public office without inquiry into the accuracy of such bill, statem not restimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereo'.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal ar l interest, when due according to the terms hereof. At the option of the holders of the note, and with a notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding a lything 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 Mortgagors 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bank-ruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed, any indebtedness hereby secured to the proposed of the com-

mencement of any suit for the oreclosure hereof after accrual of san right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

- 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 remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Us n, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is file 1 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 applies non for such receiver and without regard to the then 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 in resemblion, whether there be redemption or not, as well as during any further times when Mortgagor, o cept for the intervention of such receiver, would be entitled to collect such rents, issues and profit, and all other powers which may be necessary or are usual in such cases for the protection, possession, council, management and operation of the premises during the whole of said period. The Court from the continuous authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special resessment or other lien which may be or become superior 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 upon the note hereby secured.
- 11. Trustee or the holders of the note snall 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, ocation, existence, or condition of the premises, nor shall Trustee be obligated to record this trust 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 agent or employees of Trustee, and it may require indemnities satisfactory to it before exercising any lower herein given.
- 13. Trustee shall release this trust deed and the lien ther of or proper instrument upon presentation of satisfactory evidence that all indebtedness secured by that us deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the expression 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 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 to use 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 and which purports to be executed by the persons herein design set as the makers thereof; and where the release is requested of the original trustee and it has never excuted 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 he ein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder c 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, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are hereingiven 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 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.

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### TRACT OF LAND DESCRIBED AS FOLLOWS:

Commercing at a point which is the South West corner of the South 1/2 of the South East 1/4 of Section 14, Township 36 Nort', range 12, East of the 3rd Principal Meridian; thence East 823.74 feet along the South line of the South East 1/4 to a point themselves North 1339.27 feet to a point on the North line of said South 1/2 of the South East 1/4 which is 823.90 feet East of the West line of said South East 1/4; thence West 823.90 feet along said North line to a point; thence South 1337.68 feet along said West line to the point of beginning, all in Cook County, Illinois, excepting from said premises the following:

Commencing at the South West corner of South West 1/4 of South: East 1/4 said section therce East 165 feet thence North 264 feet thence West 165 feet thence south 264 feet to the point of beginning

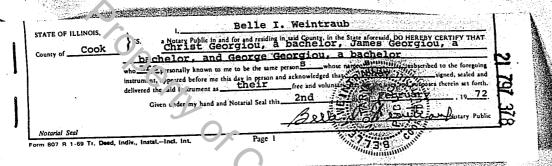
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21 79. 378 Commencing at point 495 feet east of South West corner of South West 1/4 of South east 1/4 of said socion thence East 165 feet thence North 262 feet thence West 1/5 feet thence South 262 feet to point of beginning

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