UNOFFICIAL COP

RECORDER OF DEEDS

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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 4

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Robert W. Falen and Carol L. Falen, his wife herein referred to as "Mortgagors." and Parkway Bank & Trust

PATKWAY BAIK & ITUST
— CANXANNANKAN ANY MAKAKAX XXXXXXXXXXXX
— illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

T' AT, 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

Nir Thousand Dollars and no/100---- (\$9,000,001) Thousand Dollars, and no/100---- (\$9,000,001) Thousand Dollars, and no/100-----

and driver d, in and by from February 4, 1972 which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as follows: of 5 ½%

One Hundred (int Two and 09/100 (192.09) Dollars on the 20.th. of March 19 .72 and One Hundred Ninty Two and 09/100 Dollars on the 20th day of March 19 .72 and One Hundred Ninty Two and 09/100 Dollars on the 20th day each and every 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 20th day of February 19.77 All such payments on accourt of he indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to _icc_ial; provided that the principal of each instalment unless paid when due shall bear interest at the rate of \$200 recent per arrium, and oil of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appoint nent, then at the office of in said City.

In said City.

NOW, THEREFORE, the Mortgagors to secure the paym int 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 consideration of the sum of One Dollar in hand paid, the relief is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described R is Extended in of their state, right, title and interest therein, situate, lying and being in the COUNTY OF Cook

AND STATE OF ILLINOIS.

Lot 28 and the South 15 feet of Lot 29 ir Block 4 in Feuerborn & Klode's Irvingwood First Addition, a Subdivision of the North 3/4 of the East Half of the Northeast Quarter of Section 23, Johnship 40 North, Range 12, East of the Third Principal Meridian, in Cook Courty, Illinois.

This mortgage is Junior and subordinate to existing first mortgage in the original principal sum they now have at Harlem Savings Arsn.

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

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert W. Falen and Carol L. Falen his wife

free and voluntary act, for the uses and purposes therein set forth. delivered the said Instrument as __ their

day-of February 200

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

1. Mortgagers 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 von other liens or dains for lien not expresdy suburdinated to the lien hereof, (3) pay white due any indebtedness which may be occured by a lien or charge on the premises superior if the lien hereof, and upon request exhibit statisfactory 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 building now our at any time in process of erection upon said premises. (5) comply with all any or municipal ordinances with respect to the premises and the use thereof. (6) make no material alterations in said premises except as required by law or municipal ordinances with the process of except as required by law or municipal ordinances. And other chapters staging the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunded dioretaggors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

2. Mortgagers shall pay before any penalty attackes all general tasces, and shall pay special tascs, special assessments. Water charges, sever service charges, and other engressyagants if per primses when due, and shall, upon written request, furnish to Trustee or nobders of the note duplicate receipts therefor. To prevent default hereunder divergegors shall pay in full under process, in the manner provided by attained, and can be a second or a seasured which Mortgagors may desire the control of the control of

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 containe.

7. I entit indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose, using the control of the control of the control of the control of the note of the note of the note of the control of the control of the control of the note of the not

principal and interest remaining unpaid on 1° note; tourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing o. a bill to foreclose 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 3° or 4le, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to he thin 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 under receiver. And have power to collect the retriet, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale any a deticiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, exery if it is the receiver to receiver, would be added to the processor of the control management and operation of the great sould all other powers which may be necessary or are usual and cases for the protection, possession, control, management and operation of the great sould be added to the control of the control of the control. The Court from time to time it is under the control of the

11. Trustee has no duty to examine the title, location, existence or cond sion of 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 cond sion 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, in a shall reasonable times and secretary power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omissions thereunder, externing any power herein given.

13. Trustee that release the signature of the signature of the signatures or the conduction of the agents or employees of Trustee, and it may require turnent to the signature of signature of the signature of the signature of the signature of signature of the signature of the signature of the signature of signature of the signature of the signature of signature of the signature of the signature of signature of the signature of signature of the signature of signature o

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

PLACE IN RECORDER'S OFFICE BOX NUMBER

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CHIMEO 60656 FORM 104 533 MINN. AR KOBELINSKI