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This Indenture, , 19 70, WITNESSETH, that the Made this 23rd FRANK N. WALSCHLAGER and ROSEMARY T. WALSCHLAGER, his wife,

City of Berwyn justly indebted in the principal in the County of Cook and State of Illinois. are sum of BLEVEN HUNDKED and no/100ths (\$1100.00) - - - - - - - - - - DOLLARS to the legal holder or holders of the principal promissory note hereinafter described, bearing even date herewith, made payable to Bearer and by the grantors duly delivered.

\$1,100.00 due and payable on or before six months with interest at the rate of 8% per annum, together with any and all extensions and/or renewals thereof.

which said principa a. interest installment bear interest after maturity at the rate of 7% per annum, and all of said principal and interest are payable in lawfu. nor 5, of the United States of America at the office of First National Bank of Cicero, Illinos.

NOW, THEREFOR (E. ... said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the co-masts and agreements herein contained, do by these presents convey and warrant unto FIRST NATIONAL BANK OF CICERO, a corpora on greated and existing under the laws of the United States of America and doing business in Cicero, Cook County, Illinois, as Trustee 2 at to its successors in trust, the following described real estate, to-wit

The North 33 feet of Lot 3 in Block 3 in Joseph L. Donat's Addition to Ferwyn, being a Subdivision of the South half of the South East quarter of the North East quarter of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian (except the West 295.15 feet of the South 295.16 feet thereof).

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to retain jos ssion thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window's ade, screens, heating apparatus and other equipment and fixtures mow or hereafter used in said premises or in the operation thereof, without er ad to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises will not appurousness and struters unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth and in the even this trust ded shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of an one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do her by relee and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the hours executive administration.

the others by reason of the priority of maturity or of negotiation) and the Grantors do her by reclae and wave all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and at agree, as and Grantors, for said Grantors and for the heirs, executors, administrators and at agree, as and Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances. (1) to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalty shall "lact," or to, all taxes and assessments, or installments thereof, leviced upon said premises; to commit or suffer no waste to said promises, to suff, ro tiens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon "premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks teommony mown as "extended coverage" to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or he holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to "it is the usual Mortgagee or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall nave the "lusive right to adjust, collect, settle, compromise or litigate any claims against the hereof, shall be payable to the Trustee's action in this regard hall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or he holder or holders of the principal notes direct, etther in reduction of

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenggrapher's charges, cost of procuring or completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or proceedings wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be taxed as costs and included in any decree that may be rendered in such foreclosure, proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption from any sale thereunder expires, and agree that upon the filling of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made

without notice to the said Grantors or to any party claiming under said trainers appears a Newton to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall releas this trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving its reasonable charges thereof. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Grantee, then Chicago Title and Trust Company is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Grantee.

IN THE EVENT THE GRANTORS HEREIN CONVEY THESE PREMISES, THIS MORTGAGE AND NOTE, SECURIOR OF FLORES OF THE PROPERTY AS TO TIME OF MONTHISTANCING ANY SERIES HEREIN OF THE CONTRARY AS TO TIME OF MONTHLY PAYMENTS OR IN PAYMENT OF THE FINAL BALANCE.

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Frak M. Walchloge (SEAL)
Brank N. Walschlager

Hollman M. Malschlager

Rosemary T. Walschlager

STATE OF ILLINOIS COUNTY OF COOK Ss.



A NOTARY FUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY That Frank N. Walschlager and Rosemary T. Wal chiager, his wife,

personally known to me to be the rame persons whose names are 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 volun ary  $\epsilon$ t, for the uses and purposes therein set forth, including the release  $\epsilon$ nd wai er of the right of homestead.

GIVEN under my hand and notarial ser. 23rd day of

A.D. 19 70

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st Deed has been identified herewith.

Register Number 00657

FIRST NATIONAL, BANK OF CICEBO, Truste

Rosemary, T. Walschlager, his N. Walschlager and rust

NATIONAL BANK OF CICERO TRUSTEE

MAIL TO

NATIONAL BANK OF CICERO

END OF RECORDED DOCUMENT