

21. 220 485

JUL 27 59-63-961 M
325-18

This Indenture, Made this 20th day of July, A.D. 1970
between EDWARD D. LYNCH and MARY A. LYNCH, his wife;

of the Village of LaGrange in the County of Cook in the State
of Illinois, party of the first part and THE FIRST NATIONAL BANK OF WESTERN SPRINGS, a national
banking association doing business in the Village of Western Springs, County of Cook, and State of Illinois, as Trustee, party of
the second part.

WITNESSETH: THAT WHEREAS, the said

EDWARD D. LYNCH and MARY A. LYNCH, his wife,

grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to bearer
in the principal sum of TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100
DOLLARS (\$29,500.00) and interest from July 20, 1970, on the balance of princi-
pal remaining from time to time unpaid at the rate of 7-3/4 per cent per annum
such principal sum and interest to be payable in installments as follows: Two
Hundred Twenty-Two and 83/100 Dollars (\$222.83) or more on the first day of
October, 1970, and Two Hundred Twenty-Two and 83/100 Dollars (\$222.83) or
more on the first day of 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 first day of September, 1995.

Now therefore, the said party of the first part for the purpose of securing the payment of said principal sum of money
and said interest, and all future advances together with interest thereon, pursuant to the terms hereof, according to the true in-
tent and meaning of said note and for the purpose of securing the faithful performance of the covenants and agreements here-
in contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant
unto the said party of the second part the following described real estate, with the improvements thereon and all fitting, heat-
ing, lighting and plumbing apparatus and other machinery and fixtures now, or that may hereafter be attached to or form a part
of said premises, and everything appurtenant thereto, together with the rents, issues and profits thereof, which are hereby absolute-
ly assigned, set over and transferred unto said party whether now due or which may hereafter become due under or by virtue
of any verbal or written lease or occupancy agreement, said real estate being situated in the County of Cook, in the State of Illinois,
to-wit:

The North 25 feet of Lot 22 and all of Lot 23 in Block 13 in Country Club
Addition to LaGrange, being a Subdivision of the East half of the North West
quarter of Section 9, Township 38 North, Range 12, East of the Third
Principal Meridian, in Cook County, Illinois.

500

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of
the second part and its successors, and assigns forever, for the uses and purposes and upon the trusts herein set forth and for the
equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

It is understood that at any time before the cancellation and release of this trust deed, said note, including the terms of
repayment thereof, may from time to time be modified or amended in writing thereon by the parties hereby mentioned and the holder
thereof to include any future advance or advances for any purpose made by the holder, at its option, to or for said parties liable
thereon. Grantors covenant and agree that this trust deed secures any and all such future advance or advances together with the
specified interest thereon, as well as the hereinbefore described principal and interest now evidenced by said note, the total
principal secured not to exceed \$29,500.00 at any one time. The term note as used in this trust deed includes
said principal promissory note above described as so modified or amended, if the same shall be modified or amended, and nothing
contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts
that shall be secured herein when advanced to protect the security.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in
said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to
commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or per-
mit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or build-
ings thereon or construction of any new improvement thereon; to keep all buildings at any time on said premises insured to the
full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lightning and
those hazards covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may
designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom;
to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said
legal holder the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, there-
under payable to said Trustee, as its interest may appear; not to suffer or permit: (1) any liens of mechanics or material men
or other claim to attach to said premises; (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4)
without written consent of the trustee, (a) any use of said property for a purpose other than that for which the same is now
used, or (b) any purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any appur-
tenance, fixtures or equipment placed in or upon any building or improvement upon said property. And in the event of the fail-
ure of said grantors so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said prem-
ises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or as-
sessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any
lien of any mechanic or material men or other claims attached to said property, and all moneys so paid and any other moneys
disbursed by the legal holder of said indebtedness to protect the lien hereof with interest thereon at the highest rate for which
it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby;
and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles,
taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims
attaching to said property, in advancing moneys in that behalf as above authorized.

21 220 485

21220485

And as security for the performance of their aforesaid obligations to provide insurance on said premises and pay all taxes thereon, grantors further covenant and agree that together with and in addition to each of said payments of principal and interest payable under the terms of said note, they will deposit with the legal holder of said note a sum equal to the premiums that will next become due and payable on said policies of fire and other hazard insurance covering the conveyed property, plus taxes and assessments next due thereon (all as estimated by said holder) less all sums already deposited therefor divided by the number of payments to be made before one month prior to the date or dates when such premiums, taxes and assessments, respectively, will become delinquent, such sums to be held by the holder in trust to pay said premiums, taxes and special assessments; all deposits to be made as aforesaid and all payments to be made pursuant to the note secured hereby shall be added together and the aggregate thereof shall be applied by the holder to the following items in the order set forth: (1) the payment or (insofar as may be practicable) part payment of those taxes, special assessments, fire and other hazard insurance premiums which grantors are obligated to pay or provide pursuant to the provisions of the preceding paragraph, but in the order in which the holder may deem advisable for its own protection (2) interest on said note secured hereby; and (3) amortization of the principal of said note. Any deficiency in the amount of such aggregate payments shall constitute a default under this trust deed.

IN CASE OF DEFAULT in the payment of principal, interest or any installment thereof provided in said note, and notwithstanding any provision in said note to the contrary, in the event of a breach of or failure to perform any of the covenants and agreements contained in this trust deed, or if proceedings are instituted to enforce any other lien or charge upon any of said real estate, or for partition thereof, or upon the filing of a proceeding in bankruptcy by or against any one or more of the mortgagors, or if any one or more of the mortgagors shall make an assignment for the benefit of his creditors or if said property shall be placed under control of or in custody of any court, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof by suit at law, or both, in like manner as if all of said indebtedness has then matured by lapse of time.

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof, or the said trustee for the benefit of such holder, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as they may deem necessary; that all reasonable expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of obtaining a Guarantee Title Insurance Policy (in the amount of the foreclosure sale price) or complete abstract to said premises shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors, 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 an additional lien and charge upon said premises secured by this deed, may be taxed as costs and shall be included in any decree or order that may be rendered in such proceedings, and that such proceedings shall not be dismissed, nor shall any order for the sale of said premises be entered unless the same shall provide for the payment of said fees out of the proceeds thereof, nor shall a release be given, until all such fees, expenses and disbursements, and the costs of such suit have been paid.

The grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed and pending any other action relating to said premises wherein said trustee or said holder shall be a party, and until the period of redemption, if any, from any such action shall expire, whether there be redemption from such sale or not, and grantors agree that upon the filing of a bill to foreclose this trust deed or upon the commencement of any such action, the court in which such bill is filed or such action commenced may at once and without notice to the said grantors or any party claiming under said grantors, and regardless of whether said premises or any part thereof are then or at any time occupied as a homestead, 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 or other action, and until the time to redeem the same from any sale thereunder shall expire, and such rents, issues and profits, including those collected during such period of redemption, may be applied toward the payment of the indebtedness secured hereby, costs, taxes, insurance and other items necessary for the protection and preservation of said property.

If there be only one person designated herein as grantors, said word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed in plural, shall be read and construed as singular.

In the event of the refusal, resignation or inability of the grantee to act as trustee, the then Recorder of Deeds of said Cook County is hereby appointed to be successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this 24th day of July, A.D. 1970.

Edward D. Lynch (SEAL)
Mary A. Lynch (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY that Terri M. Hughes, Edward D. Lynch and Mary A. Lynch, his

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, before me this day in person, and acknowledged that they signed, sealed and delivered the same for the uses and purposes therein set forth, including the release and waiver of the same.

GIVEN under my hand and Notarial Seal this 24th day of July, 1970.



7 25 P.M.

Form with fields for STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, Recorder of Deeds, TRUST DEED, TO THE FIRST NATIONAL BANK OF WESTERN SPRINGS, TRUSTEES.

BOX 533

END OF RECORDED DOCUMENT