TRUST DEED

246 241 This Indenture, Made August 24, Margaret C. Short, widow

19 70 , between

herein referred

to as "First Party," and OAK PARK TRUST & SAVINGS BANK, an Illinois Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed note # 108-5TD bearing ___Dollars. even date herewith in the PRINCIPAL SUM OF Twenty four hundred eighty & no/100-

made payable to the order of OAK PARK TRUST & SAVINGS BANK, due on the day of , 19 74 according to its terms

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and warrant into the Trustee, its successors and assigns, the following described Real Estate to wit:

Lot 16 2 Block 1 in th East 1/2 of the East 1/2 of the Northwest 1/4 of Section 12 Township 3 North, Range 12, being a subdivision of part of River Forest as surveyed for Suburban name Mutual Land Association, recorded June 23, 1890 as document 1291334 in 30k 43 of Plats, page 20, in Cook County, Illinois+

which, with the property her "hafter described, is referred to herein as the "premises", hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of HILLINGIS

TOGETHER with all improverses, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and prints thereof for so long and during all such times as First Party, belonging, and all rents, issues and prints thereof for so long and during all such times as First Party, belonging, and all rents, issues and prints thereof for so long and during all such times as First Party, belonging, and all apparatus, equipment or articles now or hereafter therein said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air co ditioning, water, light, power, refrigeration (whether single or thereon used to supply heat, gas, air co ditioning, water, light, power, refrigeration (whether single or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor overings, inador beds, awnings, stoves and water heaters, all of the foregoing are declared to be a part of sail 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 First Party, their heirs or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, the purposes, and upon the uses and trusts herein s at forth.

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It is further understood and agreed "hat"

1. Until the indebtedness aforesaid shall be fully paned, in in case of the failure of First Party, their heirs or assigns to: (1) promptly repair, restore or re' uild any buildings or improvements now or hereafter on the premises which may become damaged or be a re' relation or the premises in good or hereafter on the premises which may become damaged or be a re' relation or caterial for the premises which may become damaged or be a relation or the premises in good or hereafter on the lien hereof; (3) pay when due any indebtedness. (b) he may be secured by a lien or subordinated to the lien hereof; (3) pay when due any indebtedness. (b) his may be secured by a lien or subordinated to the lien hereof, and upon request chili satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) ccup is the within a reasonable time discharge of such prior lien to Trustee or to holders of the note; (4) ccup is the within a reasonable time discharge of such prior lien or municipal ordinances with respect to the premises; (5) comply with any building or buildings now or at any time in process of errich the premises and the use thereof; (6) and requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) and requirements of law or municipal ordinances with respect to the premises when due, and upon written request, charges, sever service charges, and other charges against the premises when due, and upon written request, charges, sever service charges, and other charges against the premises when due, and upon municipal ordinances to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) 1 ay in full under protest to furnish to Trustee or to holders of the note and buildings and improvements now or hereafter situated on said premises ins red against loss or keep all buildings and improvements now or hereafter situated on said premises ins red against loss or keep all buildings and improvem

2. 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.

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3. At the option of the holders of the note and without notice to First Party, their heirs or assigns, 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 on the note, or (b) in the event of the failure of First Party, their heirs or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
4. 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.
5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the fol- owing order of priority: First, on account of all costs and expenses incident to the foreclosure proceed- ngs, including all such items as are mentioned in the preceding paragraphs 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; ourth, ar overplus to First Party, their heirs, legal representatives or assigns, as their rights may appear.

- 6. are stee or the holders of the note shall have the right to inspect the premises at all reasonable times and e cess thereto shall be permitted for that purpose.
- 7. True e will release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory e ide ce that all indebtedness secured by this trust deed has been fully paid.
- 8. Trustee m v es'an by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this most unicat shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Recorder of Deeds of the county in which the premises are situated shall be Successor in Trus. / my Successor in Trust hereunder shall have the identical title, powers and authority as are herein given restauted, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Witness the hand(s) and scal(s) of First Pa cy the de-Alley . Tilling 1970 AUG 25 AM 10 70 STATE OF ILLINOIS AUG-25-70 113515 21216211 - A -5.00 COUNTY OF COOK aid, DO HEREBY CERTIFY THAT Margaret C. Short, widow sonally known to me to be the same person... whose nameIS. sub. goed to the foregoing Instru this day in person and acknowledged that She signed, sealed and delivered the aid in trument as her_ for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 24th ., A. D. 19. Margaret C. Short, wido Oak Park Trust and Savings Bank Oak Park Trust and Savings Bank Deed Secure a Lonn of \$ 2480.00 LAKE AND MARION STREETS OAK PARK, ILL. IDDRESS OF PROPERTY: AS TRUSTER Trubt August 24 Dox