

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

DEC 18 59 - 94 - 222 D

THIS INDENTURE made November 30, 1970, between JOHN S. DRIGGS and BARBARA G. DRIGGS, his wife, of the Village of River Forest, County of Cook and State of Illinois,

herein referred to as "Mortgagors," and AVENUE STATE BANK, an Illinois corporation doing business in Oak Park, Illinois, herein referred to as MORTGAGEE, 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 Note, in the principal sum of TWENTY-TWO THOUSAND, FIVE HUNDRED and No/100 (\$22,500.00) - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7 1/2 per cent per annum in instalments as follows: One Hundred Eighty-one and 27/100 (\$181.27

or more on the 1st day of February 1971 and One Hundred Eighty-one and 27/100 (\$181.27) or more on the 1st day of each 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 1st day of January 1971. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of Eight per cent per annum; and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Avenue State Bank, Oak Park, Illinois.

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 limitations of this Trust Deed and the performance of the covenants and agreements herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, being and in the Village of River Forest COUNTY OF Cook AND STATE OF ILLINOIS

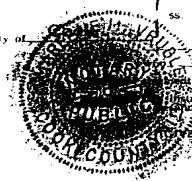
The North 50 feet of Lot 9 in Block 12 in the Subdivision of Block 13 and Block 12 (except the West 128 feet of the South 125 feet thereof) in Bogues Addition to Oak Park, a subdivision in the South East Quarter of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

which, with the property hereinafter described, is referred to herein as the premises. THAT THEIR acts and covenants, trusts, tenements, easements, franchises, and advantages, together with all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which are public highways and on a par with said real estate and the use of water, shall and lawfully remain to the use and enjoyment of the heirs, assigns and successors of the Mortgagors, their heirs, assigns and successors, and to their assigns and successors, whether single units or units in common, and ventilation, including all rights pertaining to the foregoing, streets, window shades, shutters, doors and windows, floor coverings, plaster, brick, ceilings, stairs and water fixtures. And the foregoing are declared to be a part of said real estate whether previously attached thereto or not, and it is agreed that all such part appurtenant or appurtenances 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.

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

Witness the hand and seals of Mortgagors the day and year first above written. John S. Driggs [SEAL] Barbara G. Driggs [SEAL]

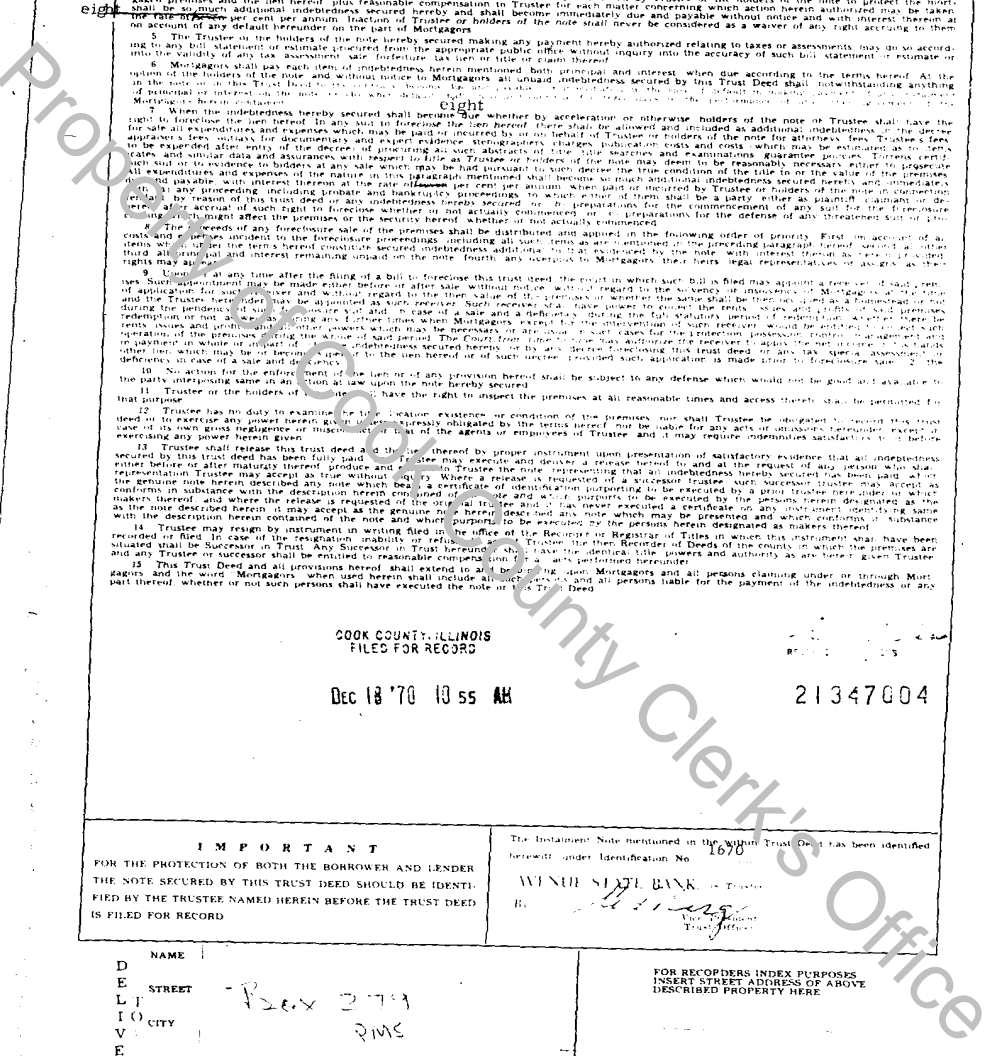
STATE OF ILLINOIS MARLENE M. VRUBLE, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT JOHN S. DRIGGS and BARBARA G. DRIGGS, his wife, personally known to me to be the same person whose names subscribed to the foregoing appeared before me this day in person and acknowledged that they signed sealed and delivered the same as their free and voluntary act for the uses and purposes therein set forth, including the waiver of the right of homestead.



15th day of December A D 1970 [Signature] Notary Public

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

1. Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises... 2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured... 4. In case of default hereunder, Trustee or the holders of the note may, but need not make any payment or perform any act... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments... 6. Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms hereof... 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 9. Upon the filing of any bill to foreclose the lien hereunder... 10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party asserting same... 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times... 12. Trustee has no duty to examine the title, location, existence or condition of the premises... 13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors...



COOK COUNTY, ILLINOIS FILED FOR RECORD

Dec 18 '70 10 55 AM

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IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No 1670 AVENUE STATE BANK

D NAME L STREET I O CITY V I R

Box 274 RMs

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT