

TRUST DEED

22 489 666

W. H. Hagan
RECORDER OF DEEDS

Deliver to COOK COUNTY Recorder's Office FILED FOR RECORD
Box No. 711
SEP 25 '73 10 06 AM

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made Sept. 20th, 1973, between Hugh B. O'Hagan and Patsy A. O'Hagan, his wife, herein referred to as "Mortgagor", and COUNTY BANK AND TRUST COMPANY, an Illinois corporation doing business in Blue Island, Illinois, herein referred to as Trustee, 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 this Note, in the principal sum of *****Twenty Two Thousand and no/100----- 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 on the balance of principal remaining from time to time unpaid at the rate of 7 3/4 per cent per annum in instalments as follows:

*****One Hundred Sixty Six and 18/100----- Dollars on the 1st day of November 1973 and *****One Hundred Sixty Six and 18/100-----

Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October 19 98. 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 7 3/4 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Blue Island, Illinois, 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 COUNTY BANK AND TRUST COMPANY, in said City,

NOW, THEREFORE, the Mortgagors to secure 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, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS,

Lot 11 (except the North 20 feet thereof) and all of Lot 12 in Block 34 in Crane View Arche Avenue Home Addition to Chicago, being a Subdivision of the West half of the West half of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.**

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, heater beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said 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 a mortgagor 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hands and seals of Mortgagors the day and year first above written.

Hugh B. O'Hagan (SEAL) Patsy A. O'Hagan (SEAL)

STATE OF ILLINOIS,

County of Cook } ss. I, Anna M. Wilburn, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Hugh B. O'Hagan and Patsy A. O'Hagan, his wife who are personally known to me to be the same persons, whose names 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 voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



GIVEN under my hand and Notarial Seal this 20th day of Sept., A. D. 1973.

Anna M. Wilburn Notary Public.

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1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory 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 buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law 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 ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagors shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amount deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or satisfy any tax lien or other prior lien of title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inclusion of Trustee or holders of the note shall never be considered as a waiver of any rights accruing to them on account of any default hereunder on the part of Mortgagors.

5. 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 or item as 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 or assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed or in any instrument or agreement of any kind, be deemed to be in default as of the date of the filing of this Trust Deed with the Recorder of Deeds for the County of Cook, Illinois, and shall bear interest at the rate of seven per cent per annum from the date of such filing until paid in full. Any deficiency in the amount of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than ten days in arrears to cover the extra expense involved in handling delinquent payments.

7. 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, or any part thereof, and to sell the premises and include 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 for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert witness, and other charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such disbursements, and other charges and expenses, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree of foreclosure the true condition of the premises and the value of the premises. All proceedings and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall bear interest thereon at the rate of seven per cent per annum when paid or incurred by or for the holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Trust Deed, or any indebtedness hereby secured, or (b) preparations for the contesting of any suit, or any suit, or any proceeding to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Trust Deed, or any indebtedness hereby secured, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided, until all principal and interest remaining unpaid on the notes fourth, any surplus; Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of 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 after, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 such receiver. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit or to lease, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time which Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or the usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to enter upon 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 condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder by terms of this Trust Deed, and Trustee shall not be liable for any loss or damage caused by his own gross negligence or misconduct or that of the agents or employees of Trustee, and shall require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper payment upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver as he hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been fully paid, which representation Trustee may accept as true without inquiry, or a necessary trustee, successor or assignee of Trustee may accept as genuine any note herein described any note which bears a certificate of identification purporting to be executed by the persons herein designated as the maker thereof, or which conforms to the description of the note and which purports to be executed by the persons herein designated as the maker thereof, or which conforms to the description of the note and which purports to be executed by the persons herein designated as the maker thereof, and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds for the County of Cook, Illinois, and such resignation shall be recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County of Cook, Illinois, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authorities herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the heirs of Mortgagors when used herein shall include all such persons and all persons liable for any part of the indebtedness under or through Mortgagors, whether or not such persons shall have executed the note or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.
D NAME
E STREET
L CITY
I CITY
V CITY
E CITY
R CITY
Y CITY
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 711

The Installment Note mentioned in the within Trust Deed as being identified herewith under Identification No. 443
COUNTY BANK AND TRUST COMPANY
Assistant Vice President
Assistant Secretary
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
999 684 77

END OF RECORDED DOCUMENT