

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 506 045

William R. Olsen
RECORDERS OFFICE

Dec 9 '73 1:41 PM

*22506045

THE ABOVE SPACE FOR RECORDERS USE ONLY

864-498 D
62-64-29-6100
9826

240 302 SS

THIS INDENTURE, made October 5, 1973, between

WILLIAM J. BRENNAN AND MARY E. BRENNAN, His Wife;

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago 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 the Note, in the principal sum of TWELVE 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 from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in instalments as follows: Ninety Eight and 52/100 (\$98.52) or more--

Dollars on the first day of December 1973 and Ninety Eight and 52/100 (\$98.52) or more--
Dollars on the first 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 first day of November 19 93. 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 in Chicago 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 MARQUETTE NATIONAL BANK in said City.

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 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 35 in Block 7 in Maghera being P. J. O'Reillys Resubdivision of Blocks 5 to 12 or a inclusive of 71st Addition, being a Subdivision of the West half of the North half of the North half of Section 25, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



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 rent, 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 secondary); and all apparatus, equipment or articles now or hereafter herein or hereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), sun or window shades, storm doors and windows, floor coverings, inador 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 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 laws 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, seal, and seal of Mortgagors the day and year first above written.

[SEAL] *William J. Brennan* [SEAL]
[SEAL] *Mary Ellen Brennan* [SEAL]

Elaine Andreski

STATE OF ILLINOIS.

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ William J. Brennan & Mary E. Brennan, His Wife;



who are personally known to me to be the same 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 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 5th day of October, A. D. 19 73

Elaine Andreski
Notary Public.

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THE GOVERNANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed by fire, lightning or other causes; (2) keep in good condition and repair, without water, and free from incumbrances of other liens or claims (other than not expressly subordinated to the lien hereof) all pay when due any indebtedness which may be secured by a lien or charge in the premises superior in the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (3) comply within a reasonable time with any building or building code or ordinance and with any process of law or municipal ordinance with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (4) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other city taxes and charges when due the full amount thereof, and Trustee or holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance company of money sufficient either to pay the cost of repairing or replacing 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.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in order to satisfy the lien hereof. Trustee or holders may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereon, or redeem from any law sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage, 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 eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right 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, statement or estimate provided from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or to the correctness of such tax, assessment, sale, foreclosure or sale.

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 to the contrary in the note in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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, and shall be allowed and included an additional indebtedness for the cost of all proceedings, including attorney's fees and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, for all expenses, costs and expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be estimated and the extent of the debt) of procuring such evidence and examinations, guarantee policies, foreman certificates, and all other costs and expenses with respect to title of Trustee or holders of the note may be reasonably necessary (other to produce such suit or to hold a title) to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses of this nature mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding to foreclose the lien hereof or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might result in the foreclosure of 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 incurred in connection with the foreclosure hereof and in the preceding paragraph hereof second, to holders of the note in full; third, to holders of the note under the terms hereof of any other indebtedness secured additional to that evidenced by the note, with interest thereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a suit 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 such suit, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application, and such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, shall have full power and authority to receive and collect the rents, issues and profits of said premises, and to lease the premises for a term not exceeding one year, and to sell, convey and otherwise dispose of the same, and to execute and do all such acts and things as may be necessary or convenient to carry out and execute the purposes of this deed, and to make such repairs, alterations, improvements and additions as may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole of said term. 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 (2) the deficiency in such case of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any other term 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 or by secured party.

11. Trustee or the holders of the note shall have the right to inspect 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 herein given unless expressly obligated by the terms hereof, and shall not be liable for the same except in the case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release 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 hereby secured has been paid, which representation Trustee may accept as true without inquiry, whereupon release in full of a trust deed or of a note secured by a trust deed, or of a note secured by a trust deed, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which conforms to the description herein and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented 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 makers thereof.

14. Trustee may resign by instrument in writing filed in any office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then order of deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are 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 bind and obligate upon Mortgagors, and shall bind upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The holder of the Note may collect a "late charge" not to exceed two cents (2c) for each day (30) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

17. In addition to the monthly payments of principal and interest herein specified, the Mortgagors shall pay (18) the annual amount of the general taxes with each monthly payment. In the event such payment shall not be sufficient to pay such taxes when the Mortgagors agree to do so, on demand, such additional amounts as may be required for that purpose.

18. With respect to any deposit of funds made by the Mortgagors hereunder, it is agreed as follows: (a) Mortgagors shall not be entitled to any interest on any such deposit; (b) such deposit shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated by the holder of the note for such purposes and shall not be subject to the direction or control of the Mortgagors; (c) if a default occurs in any of same in reduction of said indebtedness or any other charges then accrued, or to be accrued, secured by this Trust Deed.

19. It is expressly agreed and understood that in the event of transfer of title to the real estate described herein, without first obtaining the written consent of the holder of the Note secured hereby, the entire balance due on the Note shall then become due and payable in full.

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 Installment Note mentioned in the within Trust Deed has been identified hereunder under Identification No. R.E.L. No. 5082
MARQUETTE NATIONAL BANK, as Trustee.
by [Signature]
Vice-President

DELIVERY INSTRUCTIONS
NAME [Redacted]
STREET [Redacted]
CITY [Redacted]
RECORDERS' OFFICE BOX NUMBER [Redacted]

FOR RECORDERS INDEX PURPOSES
INDEBT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
7216 S. Whipple
Chicago, Illinois

22 506 045