TRUST DEED

COOK COUNTY, ILLINGIE FILED FOR RECORD

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\*22814598 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

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JAMES A. GALLAGHER AND MARY A. GALLAGHER, his wife , herein referred to as "Mortgagors," and

THE NORTHERN TRUST COMPANY,

an Illinois bank as c rporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 9 % per annum ir instalments as follows:

FOUR HUNDRED FIFTEEN AND NO 100 ths (\$415.00)---

Dollars on the 15th day of September, 1974 and
FOUR HUNDRED FIFTEEN AND NO/LOCAL (\$415.00)

Dollars on the 15th day of each mont ith resifter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall b de on the 15th day of August

All such payments on account of the indebtedness midenced by said Note to be first applied to interest on the impaid principal balance and the remainder to pri cipal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of right reach per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago, Illinois, as the Holders of the Note may from time to time in writing appent, and in absence of such appointment then at the office of The Northern Trust Company in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the saic \_\_.c.'.al sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the perfor unace of the covenants and agreement herein contained, by the Mortgagors to be performed, and also in consideration of the sure of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT .ntc .nt Trustee, its successors and assigna, the following described Real Estate and all of their estate, right, title and interest there is, sit ate lying and being in the COUNTY OF \_\_\_\_\_\_\_ AND STATE OF ILLINOIS, to wit:

Lot Fourteen (14) in Block Four (4) in H. O. Stone and 'Umpany's Brainard Park Subdivision Being A Subdivision Of The West Half of the West Half of the North West Quarter and the West Half of the North West Quarter of the South West Quarter of Section Nine (9), Township Thirty Eigh' (38) North, Range Twelve (12), 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 buildings 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, 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 rights and benefits the Mortgagors do hereby expressly release and waive.

It Is Further Understood and Agreed That:

1. Mortgagers shall (1) promptly repair, restore or rebuild any build god not be districtly (2) keep said premises in good condition and repair appready subordinated to the lien hereol. (3) pay when due any medical relationship of the control of the discharge relationship of the discharge relationship of the discharge profitances with respect to the premises and the use thereof; (6) make no m or as authorized by the Holders of the Note.

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form any act hereinfeliers required of Moritagarts in any form and manner de- interest on piper encombrances, it may, and quirthese, discharge, compromise or its sails of intribute sifecting said premises or contest any tax or sessement, incurried in connection thereinfit, including sintensive fees, and any other graph premises and the liter hereof, pibus reasonable compression to Tru- shill, but our much additional indulerleans security hereby and shall become to display the production of the part of Moritagarts.	med expedient, and ne settle any last len. All moneys paid for moneys advanced it lates for each mails immediately due and a shall never be con-	now, but need to make the proper partial management of the property of the purposes herein authorized and all espany of the purposes herein authorized and all espany of the purposes herein authorized and all espany of Trustee or the folders of the Noile to profest concerning which action herein authorized may payable without noiles and with interest thereon kidered as a waiver of any right accluing to then	runcipal or con from any runcipal or con from any runce paid or cit the mort by be taken, at the rate n on account
bill, "extracted or all riners are all review as any operation of the property of any tax, assessment, ask, forfeiture, tax ilm or title or claim thereof, of any tax, assessment, ask, forfeiture, tax ilm or title or claim thereof, on the riners of the Note, and without notice to Morragors, all puttern of the Holders of the Note, and without notice to Morragors, all puttern of the riners of the Note, or 10, when default shall occur and combined or to tree and combined or to tree as of combined or to tree as of combined or to the rest of the Note, or 10, when default shall occur and combined or to tree as of combined or to the rest of the Note, or 10, when default shall occur and combined or to the rest of the Note, or 10, when default shall occur and combined to the note of th	both principal and tunpaid indebtedness immediately in time for three days	interest, when due according to the terms he accorded by this Trust Deed shall, nowthink and in the terms he according to the terms he accorded by this Trust Deed shall, nowthink and in the performance in making payment of any in the performance of the payment of th	reof. At the ling anything instalment of
herein contained.  7. When the indibitedness hereby accured shall become due whether right to forecose the lien hered. In any suit to foreclose the lien hered in any suit to foreclose the lien hered. In any suit to foreclose the lien hered in the lien and the lien	or, there shall be a or on behalf of Trus phere' charges, public s of title, title searce ers of the Note may i decree the true con a paid or incurred by the rof them shall be s for the commences	interest and included as Additional indebtediess in cation costs and costs (which may be est mated thes and examinations, guarantee policiers, Torren- deem to be reasonably necessary either to prosec- dition of the title to c: the value of the premises, continued to the control of the control of the y Trasslee or Holders of the Note in connection: a perty, either as plantiff, claumant or defenda- ment of any suit for the forselouver hereof, after ac	n the decree ruste's fees, as to items s certificates, uts such suit All expendi- lue and pay- with (a) any st, by reason crual of such
or the security hereof, whether or not actually commenced.  8 The proceeds of any foreclasure sale of the premises shall be dut and expenses incident to the foreclosure proceedings, including all such a premise and incident control of the premise shall be dut and expenses incident to the foreclosure proceedings, including all such as the process of the premise and the process of	intuited and applied is terms as are mention to that evidenced by the court in a Deed, the court in notice, without regar premises or whether a shall have power to the court in the court	in the following order of priority First, on accounted in the preceding paragraph hereof, second, all the Note, with interest thereon as herein providers, legal representatives or assigns, as their rights which such hill its filled may appoint a receiver of which such hill its filled may appoint a receiver of the same shall be then occupied as a homestean collect the rents, issues and profits of said pre-	to f all costs other items od, third, all may appear of and prem- the time of or not and ornises during
the prity not roosing same in an action at law upon the note hereby secu	ired. t the premises at al	If resemble times and access thereto shall be a	nermitted for
that pure are.  12. The see has no duly to examine the title, location, existence, or or to exercise are por reheren given unless expressly obligated by the of its own given negle mee or macenduct or that, of this gentles or employed in the seed of the title of the seed of the title of the seed of the title of the seed of the se	condition of the prer terms hereof, nor it oyees of Trustee, and it instrument upon prever a release hereof menting that all indi- ted of a successor transfer of the preventing to be executed by the	mise, nor shall Trustee be obligated to record the lable for any acts or omassons hereunder, et it may require indemnities satisfactory to it before the satisfactory of the recentation of satisfactory evidence that all indehice to and at the request of any person who shall beddense hereby secured has been paid, which sustee, such successor trustee may accept as the units of the paid of t	s Trust Deed acept in case ore exercising diseas secured either before representation genuine Note in substance if, and where
with the description herein unitar of Lea Note and which purports of the property of the prope	a certificate on an y be presented and ein designated as ma of the Recorder or 'Trustee, Chicago T or refusal to act, the er shall have the ide for all acts perform be binding upon Moi ons and all persons	mental dependent and the manager libered which conforms in substance with the description kers thereof. Titles in which this instrument his bear flower of the manager of the manager of the content of t	ribed herein, i herein con- sill have been innus corpora- the premises riven Trustee, h Mortgagors, part thereof,
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County of CO. K	HER AND M	Self 1	
wheare personally known to me to artument, appeared before me this day in said Instrument as <u>Dhally reves</u> ease and waver of the right of homesteas.  GIVEN under my hand and	Notarial Seal this	O. R Osenlel	
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