

SEP 27 01 - 65 - 619

TRUST DEED

22 065 177

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 20, 1972, between HENRY P. GIES and HELEN C. GIES, his wife, of the Village of Addison, Cook County of DuPage 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 TRUSTEE, witnesses: 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 Thirty-seven Thousand and no/100ths (\$37,000.00) 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 6-1/2% per cent per annum in instalments as follows: Two Hundred Seventy-five and 87/100ths (\$275.87) Dollars or more on the 1st day of November, 1972 and Two Hundred Seventy-five and 87/100ths (\$275.87) Dollars 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 October, 1992. 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 then highest rate permitted by law 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.

NOTE, 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 therein 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, to wit:

C O O K , AND STATE OF ILLINOIS, to wit: The East half (except the North one hundred twenty (120) feet thereof) of Block one (1) in the Subdivision of the North half of the South West quarter of the North West quarter (except the South three and one-half (3 1/2) chains and except the West eight and fifty-six one-hundredths (8.56) chains of that part lying North of the South three and one-half (3 1/2) chains and South of the North two hundred sixty (260) feet (three and nine thousand three hundred ninety-three ten-thousandths (3.993) chains and also except the East forty (40) feet dedicated for street) in Section one (1), Township thirty-nine (39) North, Range twelve (12), 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, movements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for an 100g 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, 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 on 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, s, and seal, s, of Mortgagors the day and year first above written.

(SEAL) x Henry P. Gies (SEAL) (SEAL) x Helen C. Gies (SEAL)

STATE OF ILLINOIS, I, Susan Dobbeck

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HENRY P. GIES and HELEN C. GIES, his wife,

who are personally known to me to be the same person s, whose name s are in the foregoing Instrument appeared before me this day in person and acknowledged that they executed the said Instrument as their free and voluntary act, for the uses and purposes therein expressed and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 26th day of September 1972

Susan Dobbeck Notary Public.

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THE COVENANTS, 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 building or improvements... (2) keep said premises in good condition and repair... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises... (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof... (5) make no material alterations in said premises except as required by law or municipal ordinance.

RECORDED BY DEEDS

22065177

COOK COUNTY, ILLINOIS FILED FOR RECORD

SEP 27 '72 10 44 AM

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 herewith under Identification No. 1766 AVENUE STATE BANK, AS TRUSTEE, By: ASST. Vice President Trust Officer

NAME DELTOE R STREET CITY

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

FORM 8812 BANKFORMS, INC., FRANKLIN PARK, ILL.

Boyl 279

END OF RECORDED DOCUMENT