

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

FEB 16 01 57 1973

THIS INDENTURE, made February 5, 1973, between JAMES R. KENNEDY and DOLORES A. KENNEDY, his wife, herein referred to as "Mortgagors," and THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located 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 TWENTY FIVE THOUSAND SIX HUNDRED AND NO/100ths (\$35,600.00) Dollars, evidenced by one certain Instalment Note herein referred to as "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 7.25% per annum in instalments as follows: TWO HUNDRED FIFTY SEVEN AND NO/100ths (\$257.00) Dollars on the 15th day of April, 1973 and TWO HUNDRED FIFTY SEVEN AND NO/100ths (\$257.00) Dollars on the 15th 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 15th day of March, 1998.

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 the City of 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 The Northern Trust Company 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 agreement 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, to wit:

The South 12 feet of Lot 6 and Lot 7 (except the South 7 feet) in Block 9 in Mills and Sons 3rd Addition to Greenfield being a subdivision of the East 1/2 of the South West 1/4 (except the North 174 feet and the South 191 feet thereof) of Section 36, Township 40 North, Range 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 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 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. Mortgagors shall (1) promptly repair, restore or rebuild any buildings 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 or as authorized by the Holders of the Note.
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 charges against the premises when due, and shall, upon written request, furnish to Trustee or to 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, windstorm and such other hazards or contingencies as the Holders of the Note may require 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. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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4. In case Mortgagors shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or perform any act hereinafter 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, settle any tax lien or other prior lien or title or claim thereof, 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 and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or Holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action 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 eight per cent per annum, in addition to the interest on the Note, and shall be considered as a debt on any right accruing to them on account of any default hereunder on the part of Mortgagors.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

William H. Olson  
RECORDER OF DEEDS

FEB 16 '73 13 10 AM

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WITNESS the hand S. and seal S. of Mortgagors the day and year first above written.  
James R. Kennedy [SEAL] Dolores A. Kennedy [SEAL]  
JAMES R. KENNEDY [SEAL] DOLORES A. KENNEDY [SEAL]

STATE OF ILLINOIS, I, JAMES J. CHRISTY, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook JAMES R. KENNEDY and DOLORES A. KENNEDY, his wife,

who are personally known to me to be the same persons whose names are subscribed to the instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth, and in full and complete release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 13th day of February 1973

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, No. B6678 herewith under Identification No. B6678 THE NORTHERN TRUST COMPANY, as Trustee, by Robert A. Sull Second Vice President

D NAME  
E STREET  
L CITY  
V CITY  
E CITY  
R CITY  
Y INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER 980  
ATTN: ROY FRANKEL  
FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
1728 North 76th Avenue  
Elmwood Park, Illinois

END OF RECORDED DOCUMENT