TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

February 5

, 19 73, 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 THARY FIVE THOUSAND SIX HUNDRED AND NO/100ths (\$35,600.00)------Dollars, vice ed 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 surrend interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 1.257 rerannum in instalments as follows: TWO HUNDRED FIFTY SEVEN AND NO/100ths

, 19 73 and TWO HUNDRED FIFTY SEVEN AND day of April

Dollars on the payment of principal and interest, if not sooner paid, shall be due on the 15thday of March 1998.

All such payments on acount 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 Larking 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 secu. 2 the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this T ust Deed, and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed, and als 3 in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONTY, and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, ri, ht, it es and interest therein, situate, lying and being in the COUNTY OF ______COOK _____AND STATE CONTY IN INOIS, to wit:

The South 12 feet of Lot 6 and Lot 7 (except the South 7 feet) in Block 9 in Mils and Sons 3rd Addition to Greenfield being a Indivision of the East 1/2 of the South West 1/4 (e.e.) the North 174 feet and the South 191 feet the feet) of Section 36, Township 40 North, Range 1 East of the Third Principal Meridian, in Cook County,



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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appur nances thereto belonging, and all rents, issues and profits thereof for so long and during all such times a M digagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and r secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply hear, as, air conditioning, water light, power, refrigeration (whether single units or centrally controlled), and ventilation in cluding (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

It is Further Understood and Agreed Inat:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechas expressly subordinated to the light higher condition and repair, without waste, and free from mechas expressly subordinated to the light higher conditions of the light of the condition of the light of the conditions of

erefor. To prevent default hereunder Morigagors siam pay in the discovering design and design and improvements now or hereafter situation.

3. Morigagors shall keep all buildings and improvements now or hereafter situation. The design are provided in the provided of the three pays are provided as the folders of the Note may require under there to any the coast of replacing or repairing the same or to pay in full the indebted der insurance policies payable, in case of loss or damage, to Trustee for the benefit ge clause to be attached to each policy, and shall deliver real policies, including addit expire, shall deliver renewal policies not less than ten days prior to the respective clipt for the proceeds of any such insurance and apply the proceeds in reduction of

UNOFFICIAL COPY

4. In case Mortgagors form any act hereinbefore a interest on prior encumbra- tax sale or forfeiture affecti incurred in connection the	s shall fail to perform any co required of Mortgagors in any nces, if any, and purchase, di ing said premises or contest serwith, including attorneys.	ovenants herein contained y form and manner deem lischarge, compromise or any tax or assessment. A	I, Trustee or the Holders ed expedient, and may, b settle any tax lien or oth li moneys paid for any of	of the Note may, but need not make are the ded not, make full or partial paymer prior lien or title or claim thereof, or the purposes herein authorized and all stee or the Holders of the Note to cerning which action herein authorized les without notice and with interest if as a waiver of any right accruing to	ny payment or per- ents of principal or r redeem from any l expenses paid or protect the mort
gaged premises and the lishall be so much additions of eight per cent per ans of any default hereunder of	ien hereof, plus reasonable al indebtedness secured here outs. Inaction of Trustee or on the part of Mortgagors.	compensation to Trust by and shall become im r Holders of the Note i	ee for each matter con- mediately due and payal shall never be considered	cerning which action herein authorize ole without notice and with interest the as a waiver of any right accruing to	d may be taken, sereon at the rate them on account
bill, statement or estimate of any tax, assessment, sa	procured from the appropris de, forfeiture, tax lien or ti	ate public office without tale or claim thereof.	inquiry into the accurac	y of such bill, statement or estimate o	r into the validity
option of the Holders of in the Note or in this Trus principal or interest on the herein contained.	the Note, and without notice at Deed to the contrary, become Note, or (b) when default	te to Mortgagors, all un ome due and payable (a) i shall occur and continu	paid indebtedness secure immediately in the cas is for three days in the	est, when due according to the term and by this Trust Deed shall, notwith e of default in making payment of a performance of any other agreement of	standing anything any instalment of of the Mortgagors
7. When the indebte right to foreclose the lien for sale all expenditures as to be expended after entro mod similar data and assu ures and expenses of the ble, with interest thereon oroceeding, including prob of this Trust Deed or any	dness hereby secured shall hereof. In any suit to for and expenses which may be; for documentary and expery of the decree of procuri rances with respect to title at any sate that the rate of eight per content of the decree of	become due whether reclose the lien hereof, paid or incurred by or ret evidence, stenographe ing all such abstracts of as Trustee or Holders had pursuant to such d nentioned shall become rent per annum, when p dings, to which either d or (b) preparations f	by acceleration of other there shall be allowed on behalf of Trustee or ers' charges, publication of tile, title searches an of, the Note may deem each the control of the occupance of the control of the control of the control of them shall be a part or the commencement of	wise, Holders of the Note or Truste and included as additional indebtedan coets and costs (which may be estime to the coets and costs (which may be estime d examinations, guarantee policies. To to be reasonably necessary either to p of the title to or the value of the prem- tee or Holders of the Note in connect ty, either as plaintiff, claimant or defe any suit for the foreclosure hered afte tened suit or proceeding which might a ollowing order of priority. First, on see	e shall have the ess in the decree es, Trustee's fees, ated as to items prens certificates, rosecute such suit isses. All expendi- ely due and pay- ion with (a) any medant, by reason er accrual of such
ight to foreclose whether r the security hereof, whet 8. The proceeds of an acceptance of the terms her incipal and in st remai 9. Upon, r at any tin es. Such e , nim it mai polication or s receive	or not actually commenced; ther or not actually commen iy foreclosure sale of the pi the foreclosure proceedings, eef constitute secured indeb ning unpaid on the Note; one one after the filing of a bill to be made either before or and without regard to the	or (c) preparations for ced. remises shall be distribt including all such its btedness additional to thought, any overplus to the to foreclose this Trust F after sale, without not then yalue of the pre then yalue of the pre	the defense of any threa uted and applied in the f as as are mentioned in that evidenced by the No fortgagors, their heirs, leg beed, the court in which ice, without regard to the emises or whether the sa	tened suit or proceeding which might a ollowing order of priority: First, on ache preceding paragraph hereof; second call representatives or assigna, as their risuch bill is filed may appoint a receive solvency or insolvency of Mortgagor me shall be then occupied as a hone me shall be then occupied as a hone period of redemption, whether there is over the solvency or management and to apply the net income in his hand to apply the net income in his hand to for of the solvency of the deficient of foreclosure sale; (2) the deficient	ffect the premises count of all costs , all other items outded: third, all ghts may appear. eer of said prem- sa the time of stead or not and
e Trustee hereunde may e pendency of such ecle it, as well as du ing eny ofits, and all other ow emises during the hole hole or in part of: () The or become superio.	be appointed as such rec- sure suit and, in case of a further times when Mortge res which may be necessary of said period. The Court indebtedness secured hereb- there hereof or of such	sale and a deficiency, do agors, except for the in or are usual in such c from time to time many, or by any decree fore decree, provided such a	half have power to collect luring the full statutory intervention of such receiveness for the protection, ave authorize the receiver closing this Trust Deed, application is made prior	t the rents, issues and profits of said period of redemption, whether there I er, would be entitled to collect such possession, control, management and to apply the net income in his hand or any tax, special assessment or other to foreclosure sale; (2) the deficien	premises during be redemption or rents. issues and operation of the s in payment in lien which may cy in case of a
 No action for the e party interposing same Trustee or the Holat purpose. 	enfo cement of the lien or ion at law upon the lien or the lien of the lien of the lien or	of any provision hereo the note hereby secured. the right to inspect th	of shall be subject to ar e premises at all reason	ny defense which would not be good hable times and access thereto shall b	and available to be permitted for
 Trustee has no du to exercise any power i 	ty to am' e the title, loc- nerein giv i un ss expressi or misconduct or that of	cation, existence, or com- ly obligated by the ter- the agents or employee:	dition of the premises, no ms hereof, nor be liable s of Trustee, and it may	or shall Trustee be obligated to record for any acts or omissions hereunder, require indemnities satisfactory to it	this Trust Deed except in case before exercising
13. Trustee shall releas this Trust Deed has been after maturity thereof, p- rustee may accept as tru- rein described any note the the description herein e release is requested of may accept as the genui- med of the Note and while	e this Trust Deer and the ling fully paid; and Toustee me produce and the state of	ien thereof by proper in, ay execute and deliver a tree the Note, represent a release is requested on identification purports to be as never executed a cast to the cast to be any trote which may be the persons herein of	strument upon presentatic a release hereof to and ing that all indebtedness of a successor trustee, st of a successor trustee, st of the persons that the persons that the presented and which of the size and the successivanted as makers there are released as makers are released as makers are released as released as makers are released as	of satisfactory evidence that all indea at the request of any person who she hereby secured has been paid, white the successor trustee may accept as it hereby secured has been paid, white hereby descripted as the makers the herein designated as the makers the most identifying same as the Note duforms in substance with the descript of Titlee in which this instrument Trust Company, Chicago, Illinois, an accorder of Deeds of the county in white, powers and authority as are herein and all persons claiming under or throthe payment of the indebtedness or a neurober title to the Premises. The Hole after actual or constructive notice of a	btedness secured Ill, either before h representation he genuine Note ms in substance reof: and where escribed herein, tion herein con-
14. Trustee may resign orded or filed. In case of n, shall be Successor in situated shall be Success	by instrument in writing the resignation, inability of Trust and in case of its res sor in Trust. Any Successor	filed in the office of to refur a to a t of Trustignation, inability or reprint I ust hereunder at	the Recorder or Registra istee, Chicago Title and fusal to act, the then Re hall have the identical tit	r of Titles in which this instrument Trust Company. Chicago, Illinois, an ecorder of Deeds of the county in whic le, powers and authority as are herein	shall have been Illinois corpora- th the premises given Trustee,
15. This Trust Deed at the word "Mortgagors" ther or not such persons 16. Without the prior wr	ir shall be entitled to reason and all provisions hereof, sha when used herein shall inc shall have executed the No itten consent of the Holders	mable impensation for all extend to and be bi- clude all suc persons a ofe or this I ust leed of the Note, when	all acts performed hereu inding upon Mortgagers a and all persons liable for gors shall not convey or e	inder. and all persons claiming under or through the payment of the indebtedness or a neumber title to the Premises. The Holo	ugh Mortgagors, ny part thereof, lers of the Note
construed as a waiver of o	r acquiescence in any such o	conveyance or end mbre	ice is such election	atter actual or constructive notice of ac	ch breach shall
*	COOK COUNTY, ILLIN FILED FOR RECOR	HOIS RD.	C	Scheme A. Ol	ica
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WITNESS the hand S	and seal S of Mortwayors	the day and year first a	bove Kritten.	77.	
ames R. KENNE	nnesy	[SEAL]	Waleres DOLORES A. 1	G Kennedy KENNEDY	[SEAL]
TE OF ILLINOIS.	ss. a Notary Public JAMES R	AMCS J ic in and for and residing KENNEDY a	CHAISTY ing in said County in the nd DOLORES A	ne State aforesaid, P. C. C. P. C. C. P. C. C. P. C.	RTIFY THAT
		known to me to be the			
	said Instrument as TNE lease and waiver of the ri	free and voluments of homestead.	untary act, for the uses	and purposes therein set some is	1
	said Instrument as TNE lease and waiver of the ri	e me this day in persor	untary act, for the uses	and purposes therein set some is	1
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