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47300 COOK COUNTY ILLING.
TRUST DEED APR5-73 604072 • 22276073 • A — Rec 6.00
THIS INDENTURE, Made this 13th day of March A.D. 1973 by and between ROBERT M. O'FARRELL AND ARLENE F. O'FARRELL, His Wife
MAR 2 3 1973 of the City of Chicago in the County of Cook
and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of The United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee
(hereinafter, "Trustee"), WITNESSETH: THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the Principal Sum of THIRTY FIVE THOUSAND NINE HUNDRED
AND NO/100
forth and which principal and interest is payable as follows: Interest only due July 1, 1973 and the sum of Two Hundred Fifty Nine and 50/100 Dollars (\$259.50) due and payable
on August 1, 1973 and the sum of Two Hundred Fifty Nine and 50/100 Dollars (\$259.50) due and payable on the first day of each and every month thereafter to and including
Ju e 1, 1998; and the balance of said principal sum and all interest then due on
July 1 1998; each of said monthly payments of Two Hundred Fifty Nine and 50/100 Dolle's shall be applied first in payment of interest at the rate specified in
said note ayable monthly on the balance of said principal sum remaining from time to the unpaid and second on account of said principal sum.
said principal instalments 'cari g interest after maturity at the rate of eight per centum per annum, and all of said principal and interest payments being payable in law ut loney of The United States, at such banking house in Chicago, Illinois, as the legal holder(s) of the Note may in writing appoist and until such appointment at the office of The First National Bank of Chicago, in the City of Chicago and State of Illinois; in and by which Note, it is agreed that the principal sum thereof, together with accrued interest thereon, in case of default as provided in this Trust I eed, may at any time without notice, become at once due and payable at the place of payment in said Note specified, at the election, as in his 1 Deed provided, of Trustee or of the holder(s) of the Note. NOW, THEREFORE, Mortaggo, or use purpose of securing the payment of the Note and the performance of the Mortaggor's agreements herein contained, and also in onsideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Convey and Warrant w 0.1 isstee, its successors and assigns, the following described Real Estate, situate, lying and being in the vit: Ook
Note specified, at the election, as in this 17. Deed provided, of Trustee or of the holder(s) of the Note. NOW, THEREFORE, Mortgago. 107 the purpose of securing the payment of the Note and the performance of the Mortgagor's
agreements herein contained, and also in lonsideration of the sum of One Dollar in fland paid, the receipt whereof is hereby acknowledged, does by these presents Convey and Warrant up 1 restee, its successors and assigns, the following described Real Estate, situate, lying and being in the Village of diaze Crest County of Cook and State of Illinois, to wit:
Lot 88 in Hillcrest of division, being a subdivision of part of the Northwest quarter and part of the Southwest
quarter of Section 36, Town 36 North, Range 13, East of the Third Principal Mer diar, in Cook County, Illinois.
which, with the property hereunder described, is referred to as the "Premises, TOGETHER with all the tenements, hereditaments, privileges, easements, and "pour enances now or at any time hereafter thereunton belonging, all buildings and improvements now located or hereafter to be erected on "e" remises, the rents, issues and profits thereoff (which rents, issues and profits are hereby expressly assigned, it being understood it at "e dedge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on a party in the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fatures of ever [1] and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, sere "a, storm windows and doors, currain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparatus for "pu' ving or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any briding ow or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate and a propriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed on 'usive') to be real estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said premises. TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns. TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns. This Trust Deed on the payment of the purposes of the property after and befault in the paymen. It is debtedness or after any breach of any of the agreements berein contained. This Trust Deed on is not one of the purpose of the property after any default in the paymen. It is aftered the paymen and the paymen and the paymen and the
belonging, all buildings and improvements now located or hereafter to be erected on the remises, the remise, issues and profits thereoff (which remis, issues and profits are hereby expressly assigned, it being understood it at the pledge of the remis, issues and profits made.
the payment of the indebtedness secured hereby), and all apparatus and fixtures of every 1. I and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awayings, sere 1.5, storm windows and doors, curtain fixtures.
venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparatus for up, ving or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any building low or hereafter standing on the
and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed co. 'lus'vel' to be real estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said premises,
TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assi no on ver, for the purposes, uses and trusts berein set forth, hereby releasing and waiving all rights under and by virtue of the Homester in motion Laws of the State
any breach of any of the agreements herein contained. This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on page 2 (' ~ everse side of this
Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding on the dortgagor, their heirs, successors and assigns.
Witness the hand and seal of Mortgagor the day and year first above written.
[SEAL] (TOTAL) (I AL)
[SPAL] AFO Chlere T. O FARRELL [SP 1]
STATE OF ILLINOIS SS. I, Harry Fukuda COUNTY OF THE STATE AND A Notary Public in and for and residing in said County, in the State aforesaid, DC
HEREBY CERTIFY THAT Robert M. O'Farrell & Arlene F. O'Farrell, his wife who are personally known to me to be the same person s 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
GIVEN under my hand and Notarial Seal this 23-4 day of Molich AD, 19/3
POUNT Public
The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. R. E. No. 38025-11 — Box 3050
THE FIRST NATIONAL BANK OF CHICAGO THE FIRST NATIONAL BANK OF CHICAGO By
DIV. "E" R. E. L. DEPT. Assistant Cashier ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60670 Page 1

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THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.

Mortgagor agrees.

2. Mortgagor agrees,

(a) to keep the premises in good repair and make all necessary replacements;
(b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
(c) to comply with all laws and municipal ordinances with respect to the premises and their use;
(d) to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a parity with the lien of this Trust Deed;
(e) to permit the Trustee or holder (s) of the Note access to the premises at all reasonable times for purposes of inspection;
(d) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.

Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder (s) of the Note shall first have been obtained and Mortgagor slall have deposited with Trustee as turn of money sufficient in the judgement of Trustee or the holder (s) of the Note to pay in full the cost of such repairs or remodeling, Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof and of the reasonable fees of Trustee.

3. Mortgagor agrees

Mortgager further garees that no substantial regain or remodeling of the premises shall be made unless the written consent of the rufficient in the judgment of Trustee or the block (s) of the Note to pay in full the cost of such repairs or remodeling. Trustee in bereby authorized to apply the meany so deposite eigher during the progress of such repairs or remodeling. Trustee in bereby authorized to apply the meany so deposite eigher during the progress of such repairs or remodeling. Trustee in bereby authorized to apply the meany so deposite eigher during the progress of such repairs or remodeling. Trustee in better the progress of such repairs or remodeling, or upon completion thereof, and an application of the progress of

of its, his or their own willful misconduct.

14. The agreements herein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, there or under Mortgagor, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, or highly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.

15. Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or mission to exercise any remedy or right acruing on any default shall be cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing. No delay or omission to exercise any remedy or right acruing on any default shall impair any the remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.

of the Note.

The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

17. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

18. In case of the resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

REL. No. 439 (8-69)



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EXHIBIT "A"

- 19. The mortgagor shall not convey or encumber title to the premises without the prior written consent of the holders of the note. The holders of the note may elect to accelerate as provided in the note for breach of this covenant and no delay in such election shall be construed as a waiver of or acquiescence in any such conveyance or encuminance.
- 20. Mortgager grees to pay the Mortgage Guaranty Insurance Corporation premium as air seted by Trustee. In the event mortgagor fails to pay said premium, such failure shall be considered a default, and all provisions of the note and trust with regard to default shall be applicable.

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