

TRUST DEED

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Recorder's Office

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made May 9, 1973, between Irving Love and Helen Love
his wife, herein referred to as "Mortgagor", and

HYDE PARK BANK AND TRUST COMPANY,

an Illinois corporation doing business 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 this Note, in the principal sum of
Seventy-Two Thousand Four Hundred and No/100----- 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 on the balance
of principal remaining from time to time unpaid at the rate of eight per cent per annum in instalments as follows:

One Thousand Twenty Four and No/100----- (\$1,024.00)

Dollars on the 9th day of May 1973 and

One Thousand Twenty Four and No/100----- (\$1,024.00)

Dollars on the 9th day of each month thereafter until said note is fully paid except the final payment of
principal and interest, if not sooner paid, shall be due on the 9th day of May 1981. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust
company in 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 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:

Lot nine (9) and the South eight (8) feet four (4) inches of
lot eight (8) in block thirteen (13) in Gross Calumet Heights
addition to South Chicago in the South East quarter of section
one (1) township thirty seven (37) North range fourteen (14)
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 improvements, tenements, easements, fixtures, and appurtenances thereto belonging, or 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 par, 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, electric 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, inodor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises 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 in 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.

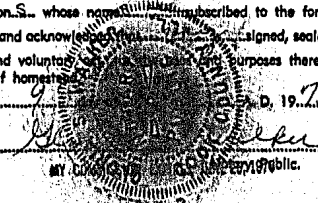
This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated
herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

(SEAL) Irving Love (SEAL)
Irving Love, Helen Love
(SEAL) Helen Love, his wife

STATE OF ILLINOIS }
County of Cook } ss. GLOBA S WALKER
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
IRVING LOVE AND HELEN LOVE

who personally known to me to be the same person, whose name is subscribed to the fore-
going Instrument, appeared before me this day in person and acknowledged, signed, sealed
and delivered the said instrument as free and voluntary for the purposes therein
set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this 9th day of May, 1973



UNOFFICIAL COPY

1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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 authorized and (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 nature of such lien or charge to the holder of the note; (4) complete within a reasonable time any building or buildings now or hereafter; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be liable for the payment of all general real estate taxes and shall deposit or cause to be deposited with the Trustee named in this Trust Deed general real estate taxes next accruing against said premises computed on the amount of the last ascertainable real estate taxes. Mortgagors shall pay special taxes, including additional water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgagors shall cause all buildings and improvements now or hereafter situated on said premises to be insured against loss or damage by fire, lightning or windstorm 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 for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause, in case of loss or damage, to Trustee (including additions and renewals 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. Mortgagors shall deposit with the Trustee an amount equivalent to one-twelfth of the annual insurance premium on the first day of each and every month during the term of said loan. The amount deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, 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 any tax or assessments. 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 the 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 waivable of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and with notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or of any monthly payment shall constitute an event of default and the Trustee or the holders of the note secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any such foreclosure, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring such abstracts of title, title searches and examinations, guarantees, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit or for the foreclosure hereof after a final decree or order of foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, the surplus to Mortgagors, their heirs, legal representatives or assigns, at their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during a full statutory period of redemption, whether there be redemption or not, as well as during any further time when time may authorize the receiver to apply, possession, control, management and operation of the premises during the whole or in part of (1) the indebtedness secured hereby, or (2) the proceeds of this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision shall be subject to any defense which would not be good and available to the party litigating same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, condition, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and Trustee shall not be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require such evidence as he may deem satisfactory to him before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver release hereof to and at the request of any person who shall either before or after maturity produce and exhibit to Trustee the note representing what indebtedness hereby secured has been paid, which representation Trustee may accept as true and which purports to be executed by a prior trustee hereunder or which conforms in substance to the description herein contained of the original trustee and it has never executed a certificate or any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which bears the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

1973 MAY 15 AM 9 07
 MAY-15-73 626361 • 22324500 • A - Rec 500

5.00

IMPORTANT
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within Trust Deed has been filed herewith under Identification No. 22324500
HYDE PARK BANK AND TRUST COMPANY
 by Jan Fahl
 Assistant Vice President
 Assistant Secretary

DELIVERY INSTRUCTIONS
 NAME | Hyde Park Bank and Trust Company
 STREET | 1525 East 53rd Street
 CITY | Chicago, Illinois
 OR MAIL

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 9220 Southwell Ave.
 Chicago, Ill.

END OF RECORDED DOCUMENT

027 APR 26

22324500