38 F-41 7 10 Educar

1976 AUG 26 PM 12 13 :

TRUST DEED

AUG-26-76 243478 • 23612673 4 A - Rec

10.00

23 612 673 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made

August

. 19 76 . between

Mr. Robert J. Brennan and Mrs. Leona M. Brennan, his wife , herein referred to as "Mortgagors," and

20

THE NORTHERN TRUST COMPANY,

an Illinois banking corporation located in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHERLAS, he 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 Eight thousand six hundred twenty-three and 68/100 (\$8,623.68)

Dollars, evidenced by one ortain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to Blaker and delivered, in and by which said Note the Mortgagors promise to pay the

said principal sum subjecters of rom date hereof on the balance of principal remaining from time to time unpaid at _% per annur, in instalments as follows: three hundred fifty-nine and 32/100 (\$359.32)

Dollars on the

25th

day . September . 19 76 and three hundred fifty-nine and

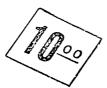
32/100 (\$359.32)

Dollars on the day of each ment othereafter until said Note is fully paid, except that the final pay-25th ment of principal and interest, if not sooner paid, r. 1 be due on the 25th day of August

All such payments on account of the indested esse evidenced by said Note to be first applied to indested on the unpaid principal balance and the remains of each installment unless paid when due shall bear interest at the rat of eight per cent per annum, and all of said principal and interest being made payable at such banking house the rate 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 Compa

NOW, THEREFORE, the Mortgagors to secure the payment of the principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and he 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 WARANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and into est therein, situate, lying and being in the COUNTY OF Cook. _AND STATE OF ILLINOIS, to will

Lot 26 in Block 1 in Board of Trade Subdivision No. 1 being the E. 4 of the S.E. 4 of the S.W. 4 of Section 7, Township 37, North, Range 14, East of the Third Principal Meridian.



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

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances or retailed belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor: To ay 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 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:

It Is Further Understood and Agreed That:

1. Mortpagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises and premises in good could the and repair, without waste, and free from mechanic's or other expressly subtributed; to keep said premises in good couldition and repair, without waste, and free from mechanic's or other expressly subtributed; to keep said premises in good couldition and repair, without waste, and free from mechanic's or other expressly subtributed; to keep said premises in good coulding or buildings and satisfactory evidence of the discharge of such prior lies to Traster or to Tother and the reasonable time any buildings a buildings now or at any time in process of erection upon said premises; (5) comply with all requestions with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required!

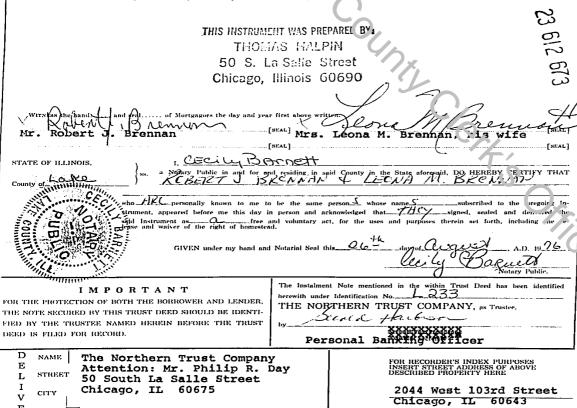
2. Mortgagors shall folders of the Note all general taxes, and and the charges, against the premises when due, and shall, upon written request, family to Tourise or to Holders of therefor. To prevent default hereunder Mortgagors shall pay in full under protest, family to Tourise or to Holders of the repairs of the state of the premises and in the manner provided by adultic, any to goods may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damag and such other huzards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance of under navance policies payable, in case of as some or to pay in full the indebtedness secured hereby, all in companies statisfactor under insurance policies payable, in case of as some or to pay in full the indebtedness accurate the pay, and the premises and adaptive of the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or necessity for the proceeds of any such i

FORM 2036 (R 5/73)

LINIOEEICIAL CODY

. The second substitute of the contract of the second substitute and the contract of the contr
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 hereinbefore 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 encounteraces. If any, and purchase, descriptions of recommendations are not offer form of the prior bear of the relating and premises or contest any lax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or agreed the relating the premises and the lien hereof, plus reasonable compensation to Transcensise and the lien hereof, plus reasonable compensation to Transcensise and the lien hereof, plus reasonable compensation to Transcensise and the lien hereof, plus reasonable compensation to Transcensise and full indicates the property of the property
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, torfeiture, tax lien or title or claim thereof. 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 without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed both, 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 instalment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors.
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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee's feet of holders of the Note for attorneys' feet. Trustee's feets, to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of the decree of the decree of the procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of the decree of the procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of the decree of the procuring all such abstracts of title, title searches and examinations, guaranter policy of the decree of the search of the processary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to auch decree the true condition of the title to or the value of the processary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to auch decree the true condition of the title to or the value of the processary either to prosecute such suit or the processary either to proceed the processary either to proc
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 tremning unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear. 9. Upon, or at any time atter the filing of a bill to foreclose this Trust Deed, the court in which such hill is filed may appoint a receiver of said premses. Such appointment my be take effect of a feet sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver may be a pointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure air and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or profits, and all other powers white any such receiver the distribution of the premises during the whole of in provers white any such receiver in time to time may authorize the receiver, measured. Control, management and operation of the premises during the whole of in part of: (1) The index is correct hereby, or by any decree foreclosing is Trust Deed, or any tax, special assessment or other hen which may be or herome superior to the lien her of r of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
10. No action for the enforcement at the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at liev upon the note hereby secured. 1. Trustee or the Holders of the Not. 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 atle, accition, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless ex-ress y obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or missonaluct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising may power herein given.



END OF RECORDED DOCUMEN

OR

RECORDER'S OFFICE BOX NUMBER

Ė

R

INSTRUCTIONS