

TRUST DEED

23 398 794

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 10 1976, between

LAMBRO G. GALANES AND IRENE GALANES (Married to Each Other)

NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, hereinafter referred to as "Mortgagors," and JOSEPH ROSENBERG

of 176 West Adams Street, Chicago 3, 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 holder or holders being herein referred to as Holders of the Note, in the principal sum of THREE THOUSAND FIVE HUNDRED THIRTY & NO/100 (\$3,530.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEAVER INVESTMENT COMPANY, Inc.,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest thereon, and the said interest, in installments as follows:

payable in installments as follows: FIFTY & NO/100 (\$50.00) Dollars on the 17th day of February 1976 and FIFTY & NO/100 (\$50.00) Dollars on the 1st day of each and every 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 21st day of June 1977. 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 twelve 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 J & R INVESTMENT COMPANY, 176 West Adams Street, Chicago 3, Illinois

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 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 the right, title and interest therein, situate, lying and being in the Village of Niles, COUNTY OF Cook AND STATE OF ILLINOIS:

Lot 52 in Callero & Catino's Golf View Gardens, being a subdivision on the Northeast Quarter (1/4) of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois, on June 4, 1964 as Document number 215537. SUBJECT TO A MORTGAGE to Northwestern Savings and Loan Association dated July 27, 1967 and recorded on August 31, 1967 as document number 2345017 and Subject to Trust Deeds to Joseph Rosenberg, Trustee recorded in Torrens on July 31, 1973 as Document 2707511, on October 11, 1974 as document 2777561, on June 4, 1975 as document 2811111 and on October 25, 1975 as document 2837504 which Trust Deeds were also recorded in the Recorder of Deeds' office on October 8, 1974 as document 2867541, on October 1, 1974 as document 2877563, on June 4, 1975 as document 28101171 and on October 30, 1975 as document 2827563.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof 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 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, in-door bees, awnings, signs 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) 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 seals of Mortgagors the day and year first above written.

Lambro G. Galanes (SEAL) Irene Galanes (SEAL)

STATE OF ILLINOIS, I, Richard Rosenberg, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lambro G. Galanes and Irene Galanes, married to each other, County of Cook, are in Tenancy in Common, but in Joint Tenancy.

personally known to me to be the same person, and whose names are subscribed to the foregoing 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, including the release and waiver of the right of homestead.

THIS INSTRUMENT WAS FORWARDED BY: JOSEPH ROSENBERG, TRUSTEE, CHICAGO, ILL. Page 1

Do Not Deliver RETURN TO Transfer Desk

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; 2. Mortgages shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due; 3. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may incur; 4. In case of default, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances; 5. The Trustee or the holders of the note shall have the right 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 or holders of the note for attorneys' fees, Trustee's fees, surveyor's fees, costs for doing any and all expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure; 6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incident to the foreclosure proceeding, 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, any surplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear; 7. 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; 8. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 9. Trustee may execute and deliver a release and in and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid; 10. Trustee may release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 11. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 12. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 14. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 15. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 16. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 17. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; 18. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereby vested in Trustee.

Do Not Deliver
RETURN TO
Transfer Desk

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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 has been identified herewith under Identification No. 1000AB by Joseph ROSENBERG as Trustee.

NAME: JOSEPH ROSENBERG
STREET: 176 W. ADAMS
CITY: CHICAGO, ILLINOIS 60603

RECORDED INDEX PURPOSES
FILED: FEB 25 1955
10 20 AM '55

RECORDED AND INDEXED DOCUMENT