| THE INDENTURE, made this.  30th day of November 115 84, etween.  JOHN Z. KTELAR AND SOPHIE KIELAR (HIS HIFE)  COOK  AND CALLEST OF CHICAGO COUNTY OF COOK  AND STATE OF CHICAGO COUNTY OF COOK  AND STATE O       |  | JANUARY, 1968 Reorder From Typecraft CoChicago   | ١.  |
|--|--|--|---|
| the City of Chicago County of Cook  and State of Illinois , Mortgagor, and Confeccial National Bank of Bersyn Anational Banking Corporation  if the City of Bersyn County of Cook  and Confeccial National Bank of Bersyn County of Cook  and Confeccial National Bank of Bersyn County of Cook  and Confeccial National Bank of Bersyn County of Cook  and Confeccial National Bank of Bersyn County of Cook  and Confeccial National Bank of Bersyn County of Cook  with Messeth That Whereas, the said John 2. KIELAR AND SOPHIE KIELAR (HIS WIFE)  Installment are justly indebted upon One principal note in the sum of Six Thousand Six Hundred Strength and Bollouse (6673.80) Dollars, due  and payable as follows: \$111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of January in Six did note is payed in cull. The final payment of \$111.23 shall be due and payable on the 3rd day of December, 1990 if not sooner paid.  with interest at the rate of 13.2\$er converse anoun, payable  with interest at the rate of Confeccial National Bank of Bersyn  or such other place as the legal holder thereof may in writing appoint, in lawful are my of the United States, and searing interest fire maturity at the rate of severe per cent per annum.  Each of said principal notes is identified by the certificate of the trustee appearing there.  NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by set aid note, evidenced, and the performance of the covenants and agreements herein contained on the Mortgay or's part to be performed, and also in consideration of the sum of ONE DOLLAR, in hand paid, does CONVEY ANA ANATANT annut the said trustees antered and the performance of the covenants and agreements herein contained on the Mortgay or's part to be performed, and show the reference of the covenants and agreements the feet of the South 191,16 feet of Lot 33 in the subdivision of that part of the Southeast quarter, lying South of the Center of Archer Ave of. Section 8, Township 3  | HIS INDENTINE made this  | ing and the second of the seco | <b>\</b> `                                      |
| the GIEV of Chicago , County of Cook  and State of Illinois , Mortgagor,  and Cookerrottal National Bank of Berryn , A National Banking Corporation  of the City of Berryn , County of Cook  as Trustee,  WINDESSETH THAT WHEREAS, the said JOHN 2. KIELAR AND SOPHIE KIELAR (HIS WIFE)  ARE Justly indebted upon One principal note in the sum of Six of Illinois and payable as follows: \$111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of each and every month commencing thereafter until said note is payed in ull. The final payment of \$111.23 shall be due and payable on the 3rd day of December, 1990 if not sooner paid.  With interest at the rate of13.25er cost.comnum, payable  it the office of  |  |  | 1   |
| and State of Illinois  |  |  | 1   |
| the City of Berwyn Country of Cook  the City of Berwyn Country of Cook  Illinois as Trustee,  WI'NESSETH THAT WHEREAS, the said JOHN 2. KIELAR AND SOPHIE KIELAR (HIS WIFE)  Installment are justly indebted upon one principal/note in principal/note in Dollars, due  and payable as follows: \$111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of Pacamber, 1990 if not sooner paid.  It is payed in cull. The final payment of \$111.23 shall be due and payable on the 3rd day of Pacamber, 1990 if not sooner paid.  It is office of COMMERCIAL NATIONAL BANK OF BERKYN  Each of said principal notes is identified by the certificate of the trustee appearing here of a such other place as the legal holder thereoformay in writing appoint, in lawful most by a lith interest at the rate of seven per cent per annum.  Each of said principal notes is identified by the certificate of the trustee appearing here of which is identified by the certificate of the trustee appearing here of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained on the Mort By a videnced, and the performance of the covenants and apprecentable herein contained o |  | cago, County of Cook   |   |
| the City of Berwyn County of Cook  Illinois as Trustee,  WINNESSETH THAT WHEREAS, the said JOHN 2. KIELAR AND SOPHIE KIELAR (HIS WIFE)  Installment are justy indebted upon one principal/note in sum of STX THOUSAND SIX HUNDRED SEVENTY-THREE AND 80/100ths (6673.80) Dollars, due  and payable as follows: Sill.23 on the 3rd day of January, 1984, \$111.23 on the 3rd day of seach and every month commencing the affect until said note is payed in full. The final payment of \$111.23 shell be due and payable on the 3rd day of resember, 1990 if not sooner paid.  It of said notes bearing even data to seven the said and the seven and the said rotes are the rate of 13.25er controlled to the said notes bearing the said notes bearing the said notes bearing the said notes to seven per cent per annuar, payable  The office of COMMERCIAL NATIONAL BANK OF BERWYN  If such other place as the legal holder thereof, may in writing appoint, in lawfulnois by of the United States, and exciting interest piter maturity at the rate of seven per cent per annuar.  NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note. Evicenced, and the performance of the covenants and agreements herein contained on the Mortgagor's jart to be performed, and also in consideration of the sun; of ONE DOLLAR in hand paid, does CONVEY NAD WARRANT and the said trustee and the trustee's successors in trust, the following described real estate sit at in the sounty of Cook and State of Illinois to wit:  The North 50.58 feet of the South 191,16 feet of Lot 33 in the subdivision of that my of the Southasat quarter, 1 ying South of the Tenter of Archer Ave of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian.  | nd State of Illinois   | , Mortgagor,   |   |
| as Trustee,  WITNESSETH THAT WHEREAS, the said JOHN 2. KIELAR AND SOPHIE KIELAR (HIS WIFE)  are justly indebted upon one principal/note in principal/note in in the sum of STX THOUSAND SIX HUNDRED SEVENTY-THREE AND 80/100ths (6673.80) Dollars, due and payable as follows: S111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of Pacamber, 1990 if not sooner paid. The final payament of \$111.23 shall be due and payable on the 3rd day of Pacamber, 1990 if not sooner paid.  It is payed in vall. The final payament of \$111.23 shall be due and payable on the 3rd day of Pacamber, 1990 if not sooner paid.  It is office of COMMERCIAL NATIONAL BANK OF BERKIN  It is office of COMMERCIAL NATIONAL BANK OF BERKIN  It is office of COMMERCIAL NATIONAL BANK OF BERKIN  Each of said principal notes is identified by the certificate of the trustee appearing there is.  NOW, THEREFORE, the Mortgager, for the better securing of the said indebtedness as by as idd once. So the said principal notes is identified by the certificate of the trustee appearing there is.  NOW, THEREFORE, the Mortgager, for the better securing of the said indebtedness as by as idd once. So the said trustee and the trustee's successors in trust, the following described real estate structs in the tother said trustee and the trustee's successors in trust, the following described real estate structs in the sundylvision of that part of the South 191,16 feet of Lot 33 in the subdivision of that part of the South 191,16 feet of Lot 33 in the subdivision of that part of the Southeast quarter, lying South of the Center of Archer Ave of. Section 8, Township 38 North, Range 13, East of the Third Principal Meridian.  | d COMMERCIAL NATIONAL BANK OF  | BERWYN, A NATIONAL BANKING CORPORATION   | 1   |
| as Trustee,  WINNESSETH THAT WHEREAS, the said JOHN Z. KIELAR AND SOPHIE KIELAR (HIS MIFE)  Are Justly indebted upon one principal note in a sum of STX THOUSAND SIX HUNDRED SEVENTY-THREE AND 80/100ths (6673.80) Dollars, due and payable as follows: S111.23 on the 3rd day of January, 1984. \$111.23 on the 3rd day of seach and every match commencing thereafter until said note is payed in 2011. The final payment of \$111.720 shall be due and payable on the 3rd day of paember, 1990 if not sooner paid.  It is a final day of paember, 1990 if not sooner paid.  It is office of COMMERCIAL NATIONAL BANK OF BERKIN  To such other place as the legal holder thereof, may in writing appoint, in lawfulnicity of the United States, and exciting interest after maturity at the rate of seven per cent per annum.  NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by as aid note. evicence, and the performance of the covenants and agreements herein contained on the Mortgagor's just to be performed, and also in consideration of the sun; of ONE DOLLAR in hand paid, does CONVEY AND WARRANT more the said trustee and the trustee's successors in trust, the following described real estate sit ats in the sound to said trustee and the trustee's successors in trust, the following described real estate sit ats in the subdivision of that up of New Dollars, and State of Tilliois to wit:  The North 50.58 feet of the South 191,16 feet of Lot 33 in the subdivision of that part of the Southeast quarter, lying South, Range 13, East of the Third Principal Meridian.   | the City of Bo   | erwyn County of Cook   | ļ   |
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Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by victue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer 10 ien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when he same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security he by exceed or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any tine le situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's accessors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policie, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as addition. security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successor in a ust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys which hay be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or an, of then, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any man er p otect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including itto-neys' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness -- ur a hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in at st, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the a presaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in t e payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days at . . . . . . . . . . . . . . . . . installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being nac at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said i del adness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to for close this trust deed and upon the filing of a com-plaint for that purpose, the court in which such complaint is filed may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homes, and n hts or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclos are suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shan expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursement, nad or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evide..., stoop aphers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, emorar or such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be o much additional indebtedness secured hereby and shall be included in any decree entered in such preceedings for the or closure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fee appenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of aid primises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost it such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for accuming evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee of the trustee's successors in trust or the legal holder of said note or notes, or any of them for any other purpose authorizer in a is trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation,

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action hereunder may be required by any person entitled thereto, then Chicago Title Insurance Company hereby appointed and made successor... in trust herein, with like power and authority as is hereby vested in

County, or other inability to act of said trustee, when any

or removal from said

said trustee.

| notes, or indebtedness, or any part thereof, or of sai   | the legal holder or holders, owner or owners of said note or<br>d certificate of sale and all the covenants and agreements of<br>g upon Mortgagor's heirs, executors, administrators or other  |
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| and the second of the second second  | X Gom (SEAL)   |
|  | J. Salvi Kilan   |
| THIS INSTRUMENT WAS PREPARED BY:   | (SEAL)   |
| COMMERCIAL NATIONAL BANK OF BERWEN   | (SEAL)   |
| 3322 SO. OAK PARK AVENUE<br>BERWYN, ILLINOIS 60402   |  |
| By: James A. Cairo   | (SEAL)   |
| or: le   | The note or notes mentioned in the within trust deed have been   |
|  |  |
|  | identified herewith under Identification No.   |
| and the second s |  |
|  | Trustee  |
|  | Trustee  |

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| strument as   | s day in person and a<br>free and voluntary act,<br>nestead. | for the uses and p                    | /           | *               | A. 1   | 22623       |
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| G.  |  |                                       |             |                 |  | 5677        |
| Trust Deed Insurance and Receiver KIELAR AND SOPHIE KIELAR (HIS WIFE) |  | e e e e e e e e e e e e e e e e e e e |             |                 | 100  | ·~          |
| SLAR ()   | TO OMMERCIAL NATIONAL BANK NATIONAL BANKING CORPORATION      |                                       |             |                 | MANEGO:<br>Commercial National Bank of Berwyn<br>3322 South Oak Park Avenue<br>Berwyn, Illinois 60402  |             |
| Trust Deed Insurance and Receiver KIRLAR AND SOPHIE KIR               |  |                                       | 1.7         | a svena sa saci | <b>—</b>   | ì           |

HEND OF RECORDED DOCUMENT