

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made January 24, 19 72, between
ROBERT J. BOTTHOF and MARY ELIZABETH BOTTHOF, his wife,

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herein referred to as "Mortgagors," and
AVENUE STATE BANK,
an Illinois corporation doing business in Oak Park, 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 the Note, in the principal sum of Twenty Thousand and no/100ths (\$20,000.00) 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 from date hereof on the balance of principal remaining from time to time unpaid at the rate of 6-1/2 percent per annum in instalments as follows:

One Hundred Forty-nine and 12/100ths (\$149.12) or more Dollars on the 1st day of April, 19 72, and One Hundred Forty-nine and 12/100ths (\$149.12) Dollars on the 1st day of each 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 1st day of March 19 92. 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 then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, in the absence of such appointment, then at the office of Avenue State Bank, Oak Park, 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 Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Oak Park, COUNTY OF COOK, AND STATE OF ILLINOIS,

----- Lot 6 in S. T. Gunderson and Son's North Oak Park Subdivision of Lot 15 in May Manor Subdivision of the West 16.57 acres of the South 50 acres of the North East Quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, and Lots 31 to 37, both inclusive, in North East Avenue Addition to Oak Park, in the North East Quarter of Section 6, Township 39 North, Range 13, 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, and all its 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 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) doors, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are decided 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 uses and trusts hereinafter 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 (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, S. and seal, S. of Mortgagors the day and year first above written.

Robert J. Botthof [SEAL] Mary Elizabeth Botthof [SEAL]
Robert J. Botthof Mary Elizabeth Botthof

MARLENE M. VRUBLE
STATE OF ILLINOIS, I, MARLENE M. VRUBLE, a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT ROBERT J. BOTTHOF and MARY ELIZABETH BOTTHOF, his wife,

County of Cook, Illinois, personally known to me to be the same person, S whose name S are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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.

GIVEN under my hand and Notarial Seal this 10th day of February, A.D. 1972.
Marlene M. Vruble
Notary Public.

