

# UNOFFICIAL COPY

## TRUST DEED

21. 233 862

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 22, 1970, between DONALD J. MUELLER and MARNA RAE MUELLER, his wife of 818 N. Ridgeland Avenue of the Village of Oak Park, County of Cook and State of Illinois

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 SEVENTEEN THOUSAND and No/100 (\$17,000.00) 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 7 1/2 per cent per annum in instalments as follows: One Hundred Thirty-Six and 96/100 (\$136.96)

or more Dollars on the 1st day of October 1970 and One Hundred Thirty-Six and 96/100 (\$136.96) or more 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 September 1990. 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 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 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 Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of River Forest COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot forty one (41) in Block five (5) in Lathrop's Resubdivision of part of Lathrop and Seavern's Addition to River Forest, being a Subdivision of all that part lying East of Park Avenue together with the East three fifths of Block fifteen (15) in said Lathrop and Seavern's Addition in the North West quarter of Section twelve (12), Township thirty nine (39) North, Range twelve (12), East of the Third Principal Meridian



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 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 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, inador beds, 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, in full and 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 Law, plus 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 seal of Mortgagors the day and year first above written.

Donald J. Mueller [SEAL] Marna Rae Mueller [SEAL]  
DONALD J. MUELLER [SEAL] MARNA RAE MUELLER [SEAL]

STATE OF ILLINOIS I, John E. Skien, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald J. Mueller and Marna Rae Mueller, his wife

are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said 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 21th day of August, A.D. 1970.



John E. Skien  
Notary Public

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or 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 lawfully subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest. **NOTE: SECTION 15 IS A PART OF PARAGRAPH 2.**

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises 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 in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal 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.

4. In case of default therein, 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 secured mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. 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 mortgage, shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. 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 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 shall, notwithstanding anything to the contrary in the 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 (b) when default shall occur and continue for three days in the performance of any installment of principal or interest on the note, or (c) when default shall occur and continue for three days in the performance of any installment of principal or interest on the note.

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 the reasonable attorney's fees, out-of-pocket expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, to be expended after entry of the decree, and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items of title, and similar data and expenses, if any, which may be had pursuant to such abstract of title, title searches and examinations, guarantee policies, Torrens certificates, and any other expenses 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 title, and the cost of any such suit or to such extent to such decree, provided such application is made prior to foreclosure sale; (2) the actual expenses and expenses of a nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest 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, claimant or defendant, by reason of this trust deed or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure or of any other proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other third, all principal and interest remaining 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 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 appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors, at the time of application for such receiver and without regard to the lien value of the premises or whether the same shall be then occupied as a homestead at the time during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time of Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of or any provisions hereof shall be subject to any defense which would not be good and available to the party interposing 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, existence, 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 of the premises, nor shall Trustee be liable for any acts or omissions hereunder, except in exercising any power herein given.

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; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, repay advice that all indebtedness hereby secured has been paid; which representation Trustee may accept as true without inquiry. Where a release is required by a successor trustee, such successor trustee may accept as conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never been executed by a prior trustee hereunder or which as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

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 titles in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical powers, duties 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.

COOK COUNTY - ILLINOIS FILED FOR RECORD

RECORDED BY

AUG 11 '70 9 45 AM

21233862

IMPORTANT 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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1647

AVENUE STATE BANK, as Trustee. By [Signature] Vice-President Trust Officer

D NAME
E STREET
L T
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R

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OR ABOVE DESCRIBED PROPERTY HERE

Box 279

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## RIDER FORMING A PART OF PARAGRAPH 2

For the purpose of paying general taxes against said premises, Mortgagors shall deposit with Avenue State Bank, as depository (or with such other depository as the holder of said note may from time to time designate in writing), on the first day of Oct., 1970 and the first day of each month thereafter until said note is fully paid, a sum equal to one-twelfth of the annual general taxes (as estimated by the holder of said note), such sums to be held in trust to pay said taxes. Any deficiency in the amount of any such monthly deposit shall, unless made good by the Mortgagors prior to the due date of the next such deposit, constitute an event of default under this trust deed. If the total of said deposits shall exceed the amount of payments made by the depository for taxes, such excess shall be credited by the depository on subsequent deposits to be made by the Mortgagors. If, however, the monthly deposits made by the Mortgagors shall not be sufficient to pay taxes when the same shall become due and payable, then the Mortgagors shall deposit with the depository any amount necessary to make up the deficiency on or before the date when payment of such taxes shall be due. If at any time the Mortgagors shall make full payment of said note, any amount so on deposit shall be paid to Mortgagors. If there shall be a default under any of the provisions of this trust deed resulting in a public sale of the premises covered hereby, or if the holder of said note acquires the property otherwise after default, the holder of said note shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then in the hands of the depository, as a credit against the amount of principal then remaining unpaid under said note. It is expressly provided, however, (all other provisions of this trust deed to the contrary notwithstanding), that the depository shall not be required nor shall it have the right to pay, discharge or remove any tax or tax lien upon or against the premises described herein or any parts thereof or the improvements situated thereon, so long as the Mortgagors shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction which shall operate to prevent the collection of the tax or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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END OF RECORDED DOCUMENT