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TRUST DEED

21. 243 713

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 11, 19 70, between ANTHONY J. BERKLACICH and MALVINA T. BERKLACICH, his wife 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 ELEVEN THOUSAND and No/100 (\$11,000.00) 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 and 58/100 (\$130.58)

or more Dollars on the 1st day of October 19 70 and One Hundred Thirty and 58/100 (\$130.58) 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 19 80

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 7 1/2 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 do 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 and to said trustee, 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 Oak Park COUNTY OF COOK AND STATE OF ILLINOIS.

The South 10 feet of Lot 1 and the North 17 1/2 feet of Lot 2 in Block 2 in Ogden and Jones's Subdivision of the South West quarter of the South East quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian

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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 in a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter 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 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, forever, for the purposes set forth 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 seal of Mortgagors the day and year first above written.

Anthony J. Berklacich [SEAL] Malvina T. Berklacich [SEAL]
ANTHONY J. BERKLACICH MALVINA T. BERKLACICH
[SEAL] [SEAL]

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 ANTHONY J. BERKLACICH and MALVINA T. BERKLACICH, his wife, 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 20th day of August, A. D. 19 70. Marlene M. Vruble, Notary Public.

21. 243 713