

UNOFFICIAL COPY

TRUST DEED

22 431 590

THE ABOVE SPACE FOR RECORDERS USE ONLY

AUG 8 62-49-186

THIS INDENTURE, made July 31, 19 73, between CAROL SANSONETTI, a widow, Cook County 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 SIXTEEN THOUSAND AND NO/100THS (\$16,000.00) - - - - - 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 TWENTY-EIGHT AND NO/100THS (\$128.90) Dollars or more on the 1st day of October 19 73 and ONE HUNDRED TWENTY-EIGHT AND 90/100 Dollars or more 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 93. 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, and in absence of such appointment, then at the office of Avenue State Bank, Oak Park, Illinois.

NOW, THEREFORE, the Mortgagors assure 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 benefits, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 18 in Block 4 in Hiatt's Subdivision of the North half of the East 40 acres of the South West quarter of Section 7, 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 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 thereto 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, indoor beds, awnings, stairs 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 seal of Mortgagors the day and year first above written.

____ (SEAL) Carol Sansonetti (SEAL)
____ (SEAL) Carol Sansonetti (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
County of COOK CAROL SANSONETTI, a widow,
who is personally known to me to be the same person whose name is subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the
said Instrument as her 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 3rd day of August, A. D. 19 73.
Marlene M. Vruble
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 building or improvements now or hereafter on the premises which may become damaged or be 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 expressly 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 lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 8 '73 1 38 PM

John H. Olson
RECORDER OF DEEDS

22431590

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 Instalment Note mentioned in the within Trust deed has been identified
herewith under Identification No. 1844

AVENUE STATE BANK, as Trustee,
By *John H. Olson*
Vice President

NAME
STREET
CITY
STATE
ZIP

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

218 S. Grove
Oak Park, Illinois

But 279
willing

Property

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 October, 1973 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 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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Clark's Office

END OF RECORDED DOCUMENT