

UNOFFICIAL COPY

TRUST DEED

22 438 440

THE ABOVE SPACE FOR RECORDERS USE ONLY

62 47-117 Glen - Prod.

THIS INDENTURE, made July 30, 1973, between ALICE R. DAKIN, divorced and not remarried, of the Village of Oak Park, County of Cook, 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 TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100THS (\$25,500.00) - - - 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 7-3/4 per cent per annum in instalments as follows: TWO HUNDRED NINE AND 35/100THS (\$209.35) Dollars or more on the 15th day of September 1973 and TWO HUNDRED NINE

AND 35/100THS (\$209.35) Dollars or more on the 15th 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 15th day of August 1993. 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 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

COUNTY OF COOK AND STATE OF ILLINOIS to wit

The West 12-1/2 feet of Lot 30 and all of Lot 31 in Block 1 in Miller Subdivision of the North 4.85 chains of the South 18.5 chains of the West 11 chains and the West half (except the South 18.5 chains) all of the South West Quarter of the South West quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

5.00

NOW KNOWN AS

Lot 4 in Owners' Subdivision of Lots 26 to 34, both inclusive, in Block 1 in Miller's Subdivision of the North 4.85 chains of the South 18.5 chains of the West 11 chains and the West Half (except the South 18.5 chains of the South West Quarter of the South West Quarter of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded March 18, 1924 as Document 822199, in Cook County, Illinois,

which with the property hereinafter described is referred to herein as the premises. TOGETHER with all improvements, easements, 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, under beds, awnings, stove 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 on 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 usual and trust 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) Alice R. Dakin (SEAL)
Alice R. Dakin (SEAL)

STATE OF ILLINOIS

SUDAN DEBBECK

VS

A Notary Public in and for and residing in said County in the State aforesaid. DO HEREBY CERTIFY THAT ALICE R. DAKIN, divorced and not remarried,

County of COOK

who is personally known to me to be the same person whose name is she instrument appeared before me this day in person and acknowledged that she said instrument as her free and voluntary act for the uses and purposes therein and waiver of the right of Homestead

GIVEN under my hand and Notarial Seal this 30th day of July 1973



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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 mechanical 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.

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.

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 company 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title claim hereof or redeem from any tax sale or forfeiture 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 the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In action 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. The 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 officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment or forfeiture, tax lien or title claim hereof.

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, payment of principal to Mortgagors, or unpaid indebtedness secured by this Trust Deed shall, upon demand, be made in cash or in this Trust Deed to the contrary, become due and payable at 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 other agreement of the Mortgagors herein contained.

7. When any 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 to any extent to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, postage and costs, which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations of public records, Torrens certificates and similar data and assurances with respect to title. Trustee or holders of the note may also be reasonably necessary to prosecute such suit or to evidence to holders of the note any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All such duties and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including protest and complaint proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, and (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 in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus in Mortgagors' hands; fifth, representatives of assignees, as their rights may appear.

9. Upon or after any such foreclosure of the premises, the Trust Deed shall be void and the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after such foreclosure, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises, and the same shall be then accepted as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to sell the premises, to receive and collect all rents and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents 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 of the premises in payment of any part of the indebtedness secured hereby, or to any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be become superior to the lien of the note, or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency of the note and interest.

10. Notwithstanding the enforcement of the terms of any provision hereof, no party shall be subject to any defense which would not be good and available to the party interposing same as a defense to the enforcement of the terms of the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at a reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, or to ascertain the existence of any other liens or encumbrances on the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder unless expressly required hereof, and Trustee hereunder shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 a third party at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. There a release is requested of a successor trustee, such successor trustee may accept in lieu of the note herein described any note which bears a certificate of identification purporting to be true and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons here designated as the makers hereof, and whose signatures are in duplicate of the original trustee and it has never executed a certificate on any instrument, or otherwise, based as the note or note hereof, 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, by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal of Trustee, the Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same powers 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 secured by any part thereof, whether or not such persons shall have executed the note of this Trust Deed.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagors or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to extend the entire unpaid principal balance as provided in the note for breach of this covenant and in delay in such election after actual constructive notice of such breach shall be construed as a waiver of acquiescence in any such conveyance or encumbrance.

COCK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 14 '73 2 17 PM

RECORDED FOR DEEDS

22438440

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. 1849

AVENUE STATE BANK, as Trustee.

Vice President
Trust Officer

DELTOVER
NAME
STREET
CITY

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

1130 Miller
Oak Park, Illinois

Book 279

END OF RECORDED DOCUMENT