

UNOFFICIAL COPY

120-32

TRUST DEED

22 512 166

THE ABOVE SPACE FOR RECORDERS USE ONLY

OCT 15 62-65-807 D

THIS INDENTURE, made **October 1,** 19 **73**, between
 of the **City** of **ELIZABETH H. SULLIVAN, a widow,**
 State of **Illinois** **Peoria** County of **Peoria**
 corporation doing business in Oak Park, 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/100THS (\$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 **7-3/4** per cent per annum in instalments as follows: **NINETY AND 31/100THS (\$90.31)** - -

Dollars or more on the **15th** day of **November** 19 **73** and **NINETY**

AND 31/100THS (\$90.31) 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 **October** 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 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:
 Unit No. 304, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"):

Lots 10, 11 and 12 in Block 3 in "Harlem" Quick's Subdivision in the Northeast quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Pullman Park and Trust Company, an Illinois Corporation, as Trustee under Trust No. 71-80-933, dated November 11, 1970, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22291810 dated April 17, 1973; together with an undivided 2.984 percent interest in said Development Parcel (excepting from the said Development Parcel the property and space comprising all the units thereof as described in and delineated on said Declaration and survey).

The party of the first part also hereby grants to the party of the second part, their successors and assigns, an easement for parking in Parking Space No. 7, as delineated on said survey, which easement is subject to the covenants and restrictions set forth in said Declaration,

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 hereof 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 (including air conditioning or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, leaded sashes, awnings, stores 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 improvements, 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 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 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) *Elizabeth H. Sullivan* (SEAL)
 ELIZABETH H. SULLIVAN

(SEAL) _____ (SEAL)

STATE OF ILLINOIS

I, **E. A. LANGE**

Notary Public in and for the County of **Peoria**, in the State aforesaid, DO HEREBY CERTIFY that **ELIZABETH H. SULLIVAN, 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 **7TH** day of **October**, A. D. 19 **73**.

E. A. Lange
 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, 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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 15 '73 10 49 AM

RECORDED
INDEXED
#22512168

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE
NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY
THE TRUSTER NAMED HEREIN BEFORE THIS TRUST DEED IS FILED
FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 1177
AVENUE STATE DAM, as Trustee.
By [Signature]
Vice President
Trust Officer

NAME
STREET
CITY

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
414 Clinton Place
River Forest, Illinois

FORM 8102 BANK OF AMERICA, INC., FARMINGTON, MISSISSIPPI

Box 279
mthly

END OF RECORDED DOCUMENT