

133-6

TRUST DEED

22 528 575

THE ABOVE SPACE FOR RECORDERS USE ONLY

UC130 62-70 237 D

THIS INDENTURE, made October 1, 1973, between
 of the City PETER J. SEIFERT and EILEEN B. SEIFERT, his wife,
 State of Wisconsin of Milwaukee County of Milwaukee
 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 ONE THOUSAND AND NO/100THS (\$21,000.00) 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 percent per annum in instalments as follows: ONE HUNDRED SEVENTY-TWO AND 40/100THS (\$172.40) Dollars or more on the 1st day of November 1973 and ONE HUNDRED SEVENTY-TWO AND 40/100THS 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 October 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, 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:
Lot Fifteen (15) in Block 51 in Village of Ridgeland, being a Subdivision of the East half of the East half of Section 7 and of the North West quarter and the West half of the West half of the South West quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

500

which, with the property hereinafter described, is referred to herein as the "premises."
 TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon 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 interests, controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, ranges, ice free 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 said appurtenances and 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.
Eileen B. Seifert (SEAL) Peter J. Seifert (SEAL)
Eileen B. Seifert (SEAL) Peter J. Seifert (SEAL)

STATE OF ILLINOIS WISCONSIN, Thomas E. Whipp
 County of COOK SS. MILWAUKEE
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER J. SEIFERT and EILEEN B. SEIFERT, his wife, who are personally known to me to be the same person as Thomas E. Whipp are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed, sealed and delivered the said instrument as their free and voluntary act, deed and deed, and that they are in full possession of their minds and of their right of homestead.
 GIVEN under my hand and Notarial Seal this 1st day of October, A. D. 1973.
Thomas E. Whipp Notary Public.

22 528 575

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 liens not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of discharge of such prior lien to Trustee or to holders of the note; (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 process, 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 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 several 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, or compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment, advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter, including attorney's fees, 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 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, assessment, sale, foreclosure, tax lien or title or claim thereon, without inquiry into the accuracy of such bill, assessment or into the validity of any tax, assessment or sale, foreclosure, tax lien or title or claim thereon.

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 holder of the note, interest 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) in full at the time of maturity of the note, 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, when paid or incurred by Trustee or holders of the note in connection with the foreclosure of the lien hereof. In any suit 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 attorney's fees, appraiser's fees, costs for documentary and expert evidence, stenographer's charges, publication costs 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, guarantee policies, Torrens certificates, and similar data and assurances 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 to holders of the note or holders of the note in connection with the foreclosure of the lien hereof. All expenses of the nature in this paragraph mentioned shall become a part of the 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 the foreclosure of the lien hereof, 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 hereby secured, or (b) proceedings 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 defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all costs hereon as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof are secured by this trust deed, in the order of their priority; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, assigns, representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill of foreclosure in 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full term of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the interest in 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 other lien which may be or become superior to the lien hereof, or of (2) any other indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of (3) any other indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of (4) any other indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of (5) any other indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of (6) any other indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of (7) the deficiency in case of a sale and deficiency.

9. No action for the enforcement of the lien or of any provision hereof shall be brought by any party in any court unless such application is made prior to foreclosure sale; (2) the deficiency in an action at law upon the note hereby secured.

10. 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.

11. 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 hereof, nor be liable for any reasons hereunder, except in case of its own gross negligence or misconduct on the part of the agents or employees of Trustee, and it may require indemnities satisfactory to Trustee before exercising any power herein given.

12. 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, present a release to Trustee, representing that all indebtedness hereby secured has been paid, and the release in question shall be accepted as true without inquiry, where a release is requested of a successor trustee, such successor trustee may accept, as the genuine note hereon described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which 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 executed a certificate on substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

13. 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 Deeds of the county in which this instrument shall be situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and an instrument of resignation shall be entitled to record.

14. 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" as 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 herein involved. The holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey an unperfected title to the premises hereunder, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

William A. Olson
RECORDED FOR DEEDS

LOOK COUNTY, ILLINOIS
FILED FOR RECORD
OCT 30 '73 10 56 AM

*22528575

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 Instrument Note mentioned in the within Trust Deed has been identified
herewith under identification No. 1870

AVENUE STATE BANK, as Trustee.

By *[Signature]*
The President
Trust Officer

SS 258 212

NAME
DELT STREET
LO CITY
V
R

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

228 S. East Avenue

Oak Park, Illinois

BW 279
Wilton

END OF RECORDED DOCUMENT