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TRUST DEED COOK COUNTY, ILLINOIS
FILED FOR RECORD

22 748 692

Susan K. Olson
RECORDING FOR DEEDS

JUN 12 '74 3 02 PM

THE ABOVE SPACE FOR RECORDING USE

*22748692

JUN 12 63-16-851 D

THIS INDENTURE, made June 6, 1974, between
RAYMOND S. HALE and ELAINE C. HALE, his wife,
of the City of Berwyn, 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 here-
inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
SIXTYEEN THOUSAND EIGHT HUNDRED AND NO/100THS (\$16,800.00) 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
7.9% percent per annum in instalments as follows: One Hundred Thirty-nine and 49/100
(\$139.49)

Dollars or more on the 1st day of August, 1974 and One Hundred
Thirty-nine and 49/100 (\$139.49)

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 July 1994. All such payments on account of the indebt-
edness 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 limita-
tions 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 receipts 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, to wit: situate, lying and being in the
COUNTY OF COOK,
AND STATE OF ILLINOIS, to wit:

Lot 3 (except the North 33 feet thereof) and the North 16 feet of
Lot 4 in Block 5 in Hooker's Subdivision of the North East Quarter of the
South West Quarter of Section 5, Township 49 North, Range 13, East of the
Third Principal Meridian, in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY
HERRICK McNEILL, McELROY & FERBER
105 W. MADISON
CHICAGO, ILLINOIS 60602

5.00

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 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 apparatus,
equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether air or gas or centrally
controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor bed 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, 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) *Raymond S. Hale* (SEAL)
Raymond S. Hale
(SEAL) *Elaine C. Hale* (SEAL)
Elaine C. Hale

STATE OF ILLINOIS, I, Susan Dobbeck

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
COOK: RAYMOND S. HALE and ELAINE C. HALE, his wife

are
who 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 this
said instrument as their free and voluntary act, for the uses and purposes therein expressed, and the release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 10th day of June, 1974.

Susan Dobbeck
Notary Public.

22 748 692

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgages 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 mechanics' 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 claim on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of payment upon said premises; (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. Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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; and in the event of default in making payments of any instalments of principal or interest on the note, or to pay in full the indebtedness 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 herebefore required of Mortgages in any and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, renew or issue any tax lien or other prior lien or title of claim thereof, or redeem from any tax sale or foreclosure affecting said premises or correct any tax or assessment levied by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, including attorney's fees, and any other moneys which herein authorized may be spent, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and in full on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby assumed making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or order received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, or fee, or interest, tax lien or title of claim thereof.

6. Mortgages 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, the Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the event of default in making payments of any instalments of principal or interest on the note, or (b) when default shall occur and continue for 30 days in the performance of any other agreement of the Mortgages herein contained.

7. When the 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, in any suit or suits on the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale or foreclosure and expenses attorneys' charges, publication, court and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such interests of title, title searches and examinations, Towns certificates, and similar dues 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 on behalf of any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenses 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 probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed actually commenced; 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) proceedings or the nature 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 sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all attorney's fees, as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute unpaid indebtedness additional to that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgages, their heirs, legal representatives or assigns, so their rights may appear.

9. Upon, or at any time after the filing of a bill of foreclosure 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 notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a portion of such receipts, would be entitled to collect such rents, issues and profits and all other moneys which may be necessary or are usual in such cases for the protection, preservation, 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 in his hands in payment in whole or in part of the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special levy in case of a sale and delinquency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. 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.

12. 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 acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities in writing by or on behalf of any person who shall, either before or after maturity thereof.

13. 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 as the requirement of any person who shall, either before or after maturity thereof. Where a release is requested of a successor trustee, such successor trustee may accept as true without inquiry, 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 a non-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.

14. 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 any instrument in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to receive reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when 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 shall have executed the note or this Trust Deed.

16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not sell or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to foreclose the entire unpaid principal balance of the note in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or an acquiescence in any such conveyance or encumbrance.

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. 2007 AVENUE STATE BANK, Trustee. By: Alfred E. Labadie, Vice President, KACHROCK

DELIVER NAME STREET CITY

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

BK 279

32 748 692

