

TRUST DEED  
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JUN-14-73 640767 • 22360833-A

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

22 360 833

— Rec

5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 8th, 19 73, between

William J. McDermott and Dianne L. McDermott, his wife

herein referred to as "Mortgagors," and Oak Park Trust & Savings Bank, a corporation organized and existing under the laws of The State of 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 Four thousand and no/100 (\$24,000.00)-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of loan disbursement 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: One hundred eighty one and 29/100 (\$181.29)

Dollar on the 1st. day of August 19 73 and One hundred eighty one and 29/100 (\$181.29)

Dollars 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 19 78. All such payment 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 rate of 7 3/4 per cent per annum, and all of said principal and interest being made payable at such banking house or company in Oak Park Illinois, 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 Oak Park Trust & Savings Bank in said City.

NOW, THEREFORE, the Mortgagors do hereby agree to 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 and paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Oak Park COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 3 in Block 3 in Farrar's Subdivision of that part of the East half of the West half of the South West quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Chicago and North Western Railroad right of way and North of the South 106.6 feet thereof in Cook County, Illinois.

5.00

which, with the property hereinafter described is referred to herein as the "premises," TOGETHER with all improvements, accessories, appurtenances, fixtures and appurtenances thereto belonging, on 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 appliances, 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 restriction, for ovens, screens, window shades, storm doors and windows, floor coverings, heater beds, awnings, stoves and water heaters. All of the foregoing are covenanted to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar appliances, equipment or articles hereafter to be premises for 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, his successors and assigns, forever, for the use 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 of the Mortgagors to hereby expressly release and waive.

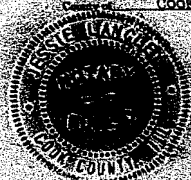
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seal of Mortgagors the day and year first above written.

[SEAL] William J. McDermott  
[SEAL] Dianne L. McDermott

STATE OF ILLINOIS

I, Jessie Langley  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William J. McDermott and Dianne L. McDermott, his wife



who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their 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 12th day of June A.D. 1973

Jessie Langley  
Notary Public

22360833

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 buildings 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 lawfully subordinated to the lien hereof; (3) pay when due every indebtedness which may be incurred 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) 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 ordinances.

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 property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones for 100 per centum of the insurable value thereof (the insurable value for all insurance purposes to be deemed not less than the amount of said principal indebtedness), all in compliance satisfactory to holder and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of holder, deliver all policies including additions and renewal policies to holder, and in case of insurance about to expire, so deliver renewal policies not less than twenty 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 Mortgages 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 or claim hereof, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys 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 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 rate of seven per cent per annum, in addition to the principal and interest on the note which shall nevertheless remain a lien in priority to the lien hereof on the part of Mortgages.

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, sale, forfeiture, tax lien or title or claim therefor.

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, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed and notwithstanding anything to the contrary in this Trust Deed to the contrary, become 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) when the same shall occur and continue for three 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 in any suit to foreclose the lien hereof, there shall be allowed and included in the costs of the suit the fees for attorneys' fees, appraiser's fees, and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, and expenses for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended and as to items to be paid) which may be had pursuant to each decree of the true condition of the title to or the value of the premises. All expenditures and expenses of the Trustee or holders of the note may be deemed to be reasonably necessary either to prosecute such suit or to evidence to the court the validity of the suit. The Trustee or holders of the note shall be entitled to such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with: (a) any proceeding including probate and audit proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any other instrument secured hereby or (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 (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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, on account of all principal and interest on the note secured by the mortgage hereon, 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 on the note fourth, any surplus to Mortgages; their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after, the filing of a bill to foreclose 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 and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and without regard to any lien or claim in respect to such premises. 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 sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times which Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be received or any usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court may, in its discretion, authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or (2) any other indebtedness secured by this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, or (3) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (4) any other indebtedness secured hereby, or (5) any other indebtedness secured by this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, or (6) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (7) any other indebtedness secured hereby, or (8) any other indebtedness secured by this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, or (9) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (10) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (11) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (12) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (13) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (14) any other lien or claim which may be or become superior to the lien hereof or of such decree, or (15) any other lien or claim which may be or become superior to the lien hereof or of such decree.

10. No action for the enforcement of the terms of this provision hereof shall be subject to any defense which would not be good and available to the party intervening 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, condition of the premises, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly directed by the terms hereof, nor is 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 satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by prothonotary 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 and before or after the date of redemption of the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification and which purports 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 person herein designated as the maker hereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument-identifying same as the note described herein, it 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 person herein designated as the makers hereof.

14. Trustee at any time acting hereunder 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 he may, in case of his resignation, inability to act or death, act by a successor in Trust. Any successor in Trust hereof shall have the identical title, powers and authority as are herein given Trustee.

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.

It is further understood and agreed that, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, mortgagors will deposit with the Trustee herein on the regular monthly payment date of each month until the said note is fully paid a sum equal to the taxes and assessments that to be billed on the mortgaged property (all as estimated by the Trustee) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date an estimated by Trustee when such tax and assessment bills should ordinarily be available, such sums to be held by Trustee in trust to pay said taxes and special assessments. Any deficiency in the amount of any such tax and assessment deposit shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

**I M P O R T A N T**  
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 THE TRUST DEED IS FILED FOR RECORD.  
The Instrument Note mentioned in the within Trust Deed has been identified under Identification No. 3033  
Oak Park Trust & Savings Bank, as Trustee  
by *Robert W. Wolf*

D NAME [Oak Park Trust & Savings Bank]  
E STREET 1048 Lake Street  
V CITY Oak Park, Illinois  
R OR 200 South Parkway  
Y INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 752

FOR RECORDERS INDEX PURPOSES  
NOTE RECORDED  
DESCRIPTED PROPERTY HEREIN ACCURATE

22 360 833