

UNOFFICIAL COPY

TRUST DEED

22 373 226

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 15, 1973, between
 of the Village of Oak Park, Cook County, Illinois
 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
 THIRTY THOUSAND AND NO/100THS (\$30,000.00) - - - - - 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
 seven (7%) per cent per annum in instalments as follows: TWO HUNDRED SEVENTY AND NO/100THS
 (\$270.00)

/Dollars or more on the 1st day of September 1973 and TWO HUNDRED
 SEVENTY AND NO/100THS (\$270.00) 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 August 1988. 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 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 AND STATE OF ILLINOIS, to wit:
 Unit No. 306 as delineated on survey of the following described parcel of
 real estate (hereinafter referred to as "Parcel"): Lot 9 and the North
 132 feet of Lot 10 in Block 2 in Kettlestrings Addition to Harlem, being
 a subdivision of the North part of the North West quarter of Section 7,
 Township 39 North, Range 13, East of the Third Principal Meridian, in
 Cook County, Illinois and which survey is attached as Exhibit "A" to
 Declaration of Condominium made by Lawdale Trust and Savings Bank, a
 National Banking Association, as Trustee under Trust Agreement dated
 June 10, 1971, and known as Trust No. 5787, and recorded on March 6,
 1973 in the Office of the Recorder of Cook County, Illinois as
 Document No. 22240167; together with an undivided 1.183 per cent interest
 in said parcel (excepting from said parcel all the property and space
 comprising all the units thereof as defined and set forth in said
 Declaration and survey) in Cook County, Illinois,

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, and
 during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and 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, insul., etc., awnings, stairs
 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 a 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 terms 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) Fern E. Williams (SEAL)
 (SEAL) (SEAL)

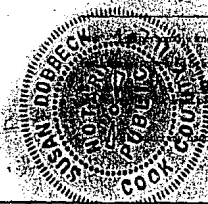
STATE OF ILLINOIS, I, SUSAN DOBBECK
 SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
 County of COOK FERN E. WILLIAMS, a widow,

knows me to be the same person whose name is subscribed to the foregoing
 on this day in person and acknowledged that she signed, sealed and delivered the
 foregoing in free and voluntary act, for the uses and purposes therein set forth, including the release
 of the Homestead.
 Notarial Seal this 25th day of June, A. D. 1973
 Susan Dobbek
 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 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 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 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 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 or claim therefor, 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 attorney's 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 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 the mortgagors in default hereunder in 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 of the proper authorities, 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. 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, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, be one due and payable immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall be deemed to have occurred for the reasons in the performance of any other agreement of the Mortgagors 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 same by 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 incurred by or on behalf of Trustee or holders of the note for attorney's fees, appraiser's fees, appraiser's fees, outlays for documentary and expert evidence, recording fees, public auction 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, title 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 in person or by agent, to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises, and all expenditures 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 in law, equity or 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 in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (b) 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 sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure hereof, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute part of the indebtedness secured hereby, as evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, the balance of the proceeds to the Mortgagors or their legal representatives or assigns, as their rights may appear.

9. In case 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 after the date of filing of such bill, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver. In such case the receiver shall take possession of the premises and whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. The receiver shall have power to sell the premises, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, to hold the proceeds of such sale, issues and profits of said premises, whether there be redemption or not, as well as during any further times when Mortgagors, except for the interest of the receiver, shall be entitled to receive such proceeds, issues and profits and all other powers which may be necessary or are usual in such cases for the protection of the receiver in the management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply to the court for the appointment of a receiver 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 a lien superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency of such sale; and (3) the proceeds of such sale.

10. All proceedings in law, equity or 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 in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (b) the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

11. The 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. The Trustee or the holders of the note shall be liable for the actual or constructive, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power hereunder, or to take any action hereunder, or to be liable for any acts or omissions hereunder, except in case of its own gross negligence or willful or wanton disregard of its duties as Trustee, and it may require reasonable and proper security, satisfactory in its before exercising any power herein given.

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606 COUNTY ILLINOIS
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THE INSTALMENT NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED
HEREWITH UNDER IDENTIFICATION NO. 13874
AVENUE STATE BANK, as Trustee
By: *[Signature]*
Vice President
Trust Officer

DEED
TO
RECORDED
NAME
HERRICK MC NEILL
STREET
ELABY S PEREGRINE
CITY
25 W MADISON ST
CHICAGO ILL 60602
Box 279
McNeill

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
221 North Kenilworth Ave.
Oak Park, Illinois

END OF RECORDED