

*Lots 9 and 10, 17.40 feet to the Southwest corner of said Lot 10; thence North along the West line of said Lot 10, 11.55 feet to the aforementioned perpendicular line; thence East along said perpendicular line 25.43 feet to the place of beginning in Block 6 in Austin Park, being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian. Subject to mortgage dated October 23, 1975, and recorded in Office of Recorder of Deeds in Cook County, Illinois as Document No. 23269443.



TRUST DEED

23 444 744

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made April 2 19 76 between James C. Tyler and Regina R. Tyler, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, 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 Five Thousand and no/100----- 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 May 1 1976, on the balance of principal remaining from time to time unpaid at the rate of eight (8) percent per annum in instalments (including principal and interest) as follows:

Sixty and Sixty-Seven/100-----Dollars on the first day of June 19 76 and Sixty and Sixty-Seven/100----- Dollars on the first 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 first day of May 19 86.

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 rate of 8% per annum, and all of said principal and interest being made payable at such banking house or trust 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 Gerber Hardware and xxx Village of 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 the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the Village of Oak Park, Cook County, Illinois:

DWELLING PARCEL 6: The South 18.74 feet of that part of Lots 9 and 10 that lies North of a line that is perpendicular to the East line of said Lot 9 at a point 105.20 feet South of the Northeast corner of said Lot 9 in Block 6 in Austin Park being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, all in Cook County, Illinois. ALSO,

PARKING PARCEL 1: That part of Lot 10 lying South of a line that is perpendicular to the East line of Lot 9 at a point 105.20 feet South of the Northeast corner of said Lot 9 described as follows: Commencing at said point 105.20 Feet South of the Northeast corner of Lot 9; thence West along said perpendicular Line 33.89 feet to the place of beginning; Thence Southwesterly 16.18 feet to the Southerly line of said Lots 9 and 10 at a point 42.50 feet Northwesterly of the Southeast corner of said Lot 9; thence Northwesterly along said Southerly line of

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 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 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, radiator beds, 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 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 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 James C. Tyler [SEAL] Regina R. Tyler [SEAL] James C. Tyler [SEAL] Regina R. Tyler [SEAL]

STATE OF ILLINOIS } ALAN R. VESELY } a Notary Public in and for and residing in said County, in the State aforesaid. (I HEREBY CERTIFY THAT Cook } James C. Tyler and Regina R. Tyler, his wife

This Document was personally known to me to be the same person as whose name appears subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act for the uses and purposes therein expressed. Given under my hand and Notarial seal this 2nd day of April 1976. Alan R. Vesely, Notary Public

UNOFFICIAL COPY

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

Mortgagees shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep and premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly stated to be the lien hereof; (3) pay when due and on the date when due any taxes or other charges which may be levied or assessed upon the premises and to hold satisfactory evidence of the discharge of such taxes or to holders of the note; (4) complete within a reasonable time any building or other improvements on 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 to said premises except as required by law or municipal ordinance. Mortgagees shall pay before any public attaché all general taxes and shall pay special taxes, special assessments, water charges, sewer charges, charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. Tax and charges to be paid by Mortgagees shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagees may disagree with.

Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or other causes under policies providing fire payments by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay the full insurable value of the buildings secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to the order of 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 such policies, including additional and special policies, in holders of the note, and in case of insurance about to expire, shall deliver receipt therefor to Trustee not less than ten days prior to the respective date of expiration.

In the event of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, and may, but need not, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon or redeem from any tax sale or foreclosure any real estate, including additional and special policies, in holders of the note, and in case of insurance about to expire, shall deliver receipt therefor to Trustee with, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and to pay the cost of such plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much to the credit of the holders of the note, and shall become immediately due and payable without notice and with interest thereon at the rate of ten percent per annum from the date of such default, and the holders of the note shall be considered as a waiver of any right accruing to them on account of any default in the performance of the part of these covenants.

The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the best of his belief or as certified by the appropriate public officer without inquiring into the accuracy of such bill, statement or estimate in case of any tax assessment, title, forfeiture, tax lien or title or claim thereon.

Mortgagees shall pay each year of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Trustee and any holder of the note, such unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in this note, be deemed to have become due and payable immediately in the event of default in making payment of any installment of principal or interest on the note, or if when a lien shall occur and continue for three days in the performance of any other agreement of the Mortgagees herein.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to sell the premises hereof. In any suit to enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, expenses for abstracting and a report on title, stenographic charges, publication costs and costs which may be estimated as to items to be expended in the prosecution of the decree of foreclosure of such estate of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and expenses 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 the satisfaction of the court which may be had pursuant to such decree 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 in connection with such additional indebtedness secured hereby and immediately due, and payable, with interest at the rate of seven per cent per annum, when and as incurred by Trustee or holders of the note in connection with (a) any proceeding, including foreclosure and bankruptcy proceedings, in which either of the parties shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure, or (c) the actual commencement, or (d) preparations for the commencement of any threatened suit or proceeding which might affect the premises or the security therefor, or (e) the actual commencement 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 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 remaining unpaid on the note; fourth, any one plus to Mortgagees, their heirs, legal representatives or assigns, as their rights may be determined.

From or at any time after the filing of a bill to foreclose the court in which such bill is filed may appoint a receiver of said premises and such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagees at the time of such appointment 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 the receiver may be appointed as 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, and during any further time when Mortgagees, except for the intervention of said receiver, would be entitled to collect such rents, issues and profits, and all other powers 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 assessment or other lien which may be or become due on the premises or on any part thereof, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency is not satisfied by the proceeds of the sale of the premises, or if any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

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.

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 granted unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or willful misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to Trustee before exercising any power herein given.

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, produce and exhibit to Trustee 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 note herein referred to any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder of 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 requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the 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 persons herein designated as makers thereof.

Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Successor in Trust shall be entitled to reasonable compensation for all acts performed hereunder.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and all persons who shall be bound hereon shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, and all persons who shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean the note or notes which are secured by this Trust Deed.

1976 APR 9 PM 6:53

RECORDED IN CHICAGO TITLE & TRUST COMPANY

111-8-76 169239 • 23444744 • A — Rec

10.00

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

MAIL TO

PLACE IN RECORDER'S OFFICE BOX NUMBER 237

Identification No. 23444744

CHICAGO TITLE AND TRUST COMPANY,

By [Signature] Trustee

1010 South Taylor
Oak Park, Illinois

END OF RECORDED DOCUMENT