

44-4 86633 Date

COOK COUNTY, ILLINOIS
TRUST DEED FILED FOR RECORD
Nov 8 1 48 PM '76 23 702 162

Edwin P. Dixon
RECORDER OF DEEDS
*23702162

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 2nd, 1976, between

Carl J. Moser and Betty Moser, 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 --Forty thousand four hundred and no/100 (\$42,400.00)-----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 8 3/4 per cent per annum in instalments as follows: Three hundred forty eight and 60/100 (\$348.60)

Dollars on the 1st. day of December 19 76 and Three hundred forty eight and 60/100 (\$348.60)

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 November, 2001. 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 3/4 per cent 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 Oak Park Trust & Savings Bank in said City,

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, 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 Village of Elmwood Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 8 (except the South 2 feet thereof) and the South 7 feet of Lot 7 in Block 7 in Mills and Sons Third Addition to Green Fields, being a subdivision of the East half of the South West quarter (except the North 174 feet and the South 191 feet thereof) of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

10.00

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 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, inador beds, swings, 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 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 hands and seals of Mortgagors the day and year first above written.

[SEAL] Carl J. Moser [SEAL]
[SEAL] Betty Moser [SEAL]

STATE OF ILLINOIS, I, Patricia Reid
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Carl J. Moser and Betty Moser, his wife

who ARE personally known to me to be the same person/s whose name/s are written in the foregoing Instrument, appeared before me this day in person and acknowledge that they have signed, sealed and delivered the said Instrument as their free and voluntary act for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5th day of November 1976

Patricia L. Reid
NOTARY PUBLIC COOK COUNTY ILLINOIS

This instrument was prepared by Robert E. Newman, Vice President for the Oak Park Trust & Savings Bank, 1044 Lake Street, Oak Park, Illinois.

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16. The mortgagor covenants during the term of this mortgage not to suffer on permit without the written permission or consent of the trustee being first had and obtained a sale, assignment or transfer of any right, title, or interest in and to said property or any portion thereof.

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 buildings or improvements now or hereafter on the premises which may become damaged or destroyed... 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... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning... 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... 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 office without inquiry into the accuracy of such bill, statement or estimate... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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... 10. No action for the enforcement of the lien or 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, extent 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... 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... 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 filed... 15. 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" 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 next 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 as 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.

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 here with under Identification No. 6613 Oak Park Trust & Savings Bank, as Trustee, by Robert E. Heurman Assistant Secretary

DEVELOPER NAME Oak Park Trust & Savings Bank STREET Village Mall Plaza CITY Oak Park, Illinois 60301 OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 552

FOR RECORDERS INDEX PURPOSES IDENTIFY STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1826 North 76th Court Elmwood Park, Illinois

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