

TRUST DEED

23 789 828

This Indenture, Made December 31 1976 , between

Mark D. Behan and Helen Behan, his wife herein referred to as "First Party," and OAK PARK TRUST & SAVINGS BANK, an Illinois Corporation, herein referred to as TRUSTEE, with intent:

THAT, WHEREAS First Party has concurrently herewith executed note # 2-21582 bearing even date herewith in the PRINCIPAL SUM OF Six thousand and 00/100 DOLLARS, made payable to the order of OAK PARK TRUST & SAVINGS BANK, due on the 30th day of March, 1977 according to its terms

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the Trustee, its successors and assigns, the following described Real Estate to wit:

The east 35 feet of the west 100 feet of the South 125 feet of lot 2 in Block 5 in John Johnston Jr. Addition to Austin, being a Subdivision of the South half of the Southwest Quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

This Instrument was prepared by Anthony T. Catalano Vice President for the Oak Park Trust & Savings Bank, 1044 Lake Street, Oak Park, Illinois

which, with the property hereinafter described, is referred to herein as the "premises", hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

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 First Party, their heirs or assigns 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, 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 First Party, their heirs 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, their heirs or assigns to: (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 mechanic's 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 thereof, 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 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. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

23 789 828

# UNOFFICIAL COPY

3. At the option of the holders of the note and without notice to First Party, their heirs or assigns, 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 (a) immediately in the case of default in making payment on the note, or (b) in the event of the failure of First Party, their heirs or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 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 paid or incurred by or on behalf of Trustee or holders of the note.

5. 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraphs 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 overplus to First Party, their heirs, legal representatives or assigns, as their rights may appear.

6. 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.

7. 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.

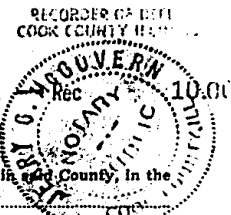
8. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are 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 Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Witness the hand(s) and seal(s) of First Party the day and year first above written

..... (SEAL) *Mark Behan* ..... (SEAL)  
..... (SEAL) *Helen Behan* ..... (SEAL)

23 709 828

*Liberty R. Ellis*  
1977 JAN 17 AM 10 04  
JAN-17-77 3 12 4 9 5 • 23789828 W A



STATE OF ILLINOIS  
COUNTY OF COOK

I, Jerry G. McGovern, a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark Behan and Helen Behan, 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 acknowledged 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 ..... day of ..... A. D. 19.....

*Jerry G. McGovern*  
Notary Public

10.00

Loan No. .... Return to Box No. 552	<b>Trust Deed</b>
Mark D. Behan Helen Behan	TO
Oak Park Trust and Savings Bank	AS TRUSTEE
To Secure a Loan of \$ 6,000.00	
Dated December 31, 1976	
ADDRESS OF PROPERTY:	
517 N. Cuyler Ave.,	
Oak Park, Illinois	
Oak Park Trust and Savings Bank	
LAKE AND MARION STREETS	
OAK PARK, ILL.	

23789828

## END OF RECORDED DOCUMENT