

# UNOFFICIAL COPY

*Conveyance  
W-296574*

## TRUST DEED

23 989 718

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 24th, 1977, between

Dennis M. Ryan and Nancy A. Ryan, 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 ---Thirty three thousand and no/100 (\$33,000.00)--- 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 8 1/4 per cent per annum in instalments as follows: Two hundred sixty and 19/100 (\$260.19)

Dollars on the 1st. day of August 1977 and Two hundred sixty and 19/100 (\$260.19)

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 192002 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 1/4 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, to wit:

The North 29 feet of Lot 20 in Block 2 in McQuiston's Lavergne Subdivision of the North West quarter of the North West quarter of the South West quarter (except the West 40 feet thereof) in Section 32, Township 39 North, Range 13, 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, inlaid 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 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 terms 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 right 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<sup>s</sup> and seal<sup>s</sup> of Mortgagors the day and year first above written.

[SEAL]

*Dennis M. Ryan*  
Dennis M. Ryan

[SEAL]

[SEAL]

*Nancy A. Ryan*  
Nancy A. Ryan

[SEAL]

Margaret O'Donnell

STATE OF ILLINOIS,

County of Cook



I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis M. Ryan and Nancy A. Ryan, his wife,

who are personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 27th day of June, A. D. 1977.

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

*Margaret O'Donnell*  
Notary Public

23 989 718

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

- Mortgagors 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 encumbrances 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 indebtedness 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.
- 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.
- Mortgagors 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 explosions. The amount of said principal indebtedness, all in companies 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 additional and renewal policies to holder, and in case of insurance about to expire, shall deliver renewal policies not less than twenty days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore 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 thereof, or redeem from any tax sale or forfeiture after said premises or content 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 interest on the note, and shall be paid by the mortgagors.
- Trustee or the holders of the note hereby secured making any payment heretofore authorized relating to taxes or assessments, may do so according to any bill, estimate or invoice 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.
- 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 holder of the note, without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, 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 default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 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 paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of preparing all such abstracts of title, title searches and examinations, guarantee policies, Tarens certificates, and similar data and assurances with respect to title of the premises, and the note may deem it reasonably necessary either to prosecute such suit or to evidence to holders at any sale 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 nature in this paragraph mentioned shall become so much 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 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 (b) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 paragraph hereof; second, all other debts which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus, any surplus to Mortgagors, their heirs, legal representatives, or assigns, as their rights may appear.
- 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 the sale, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a home stead or not and the Trustee hereunder 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, to receive the proceeds therefrom, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient to be exercised by the receiver for the protection, possession, 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 at his hands in payment 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 or become due; (2) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien in case of a sale and deficiency, superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.
- 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 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 given unless expressly obligated by the terms hereof, nor be 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.
- 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 by a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the instrument herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate of identification purporting to be executed by the person herein designated as the maker of the note and which purports to be executed by the persons herein designated as makers thereof.
- 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. In case of the resignation, inability or refusal to act as Trustee, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act as Trustee, the Recorder or Registrar of Titles in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 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 of this Trust Deed.
- The mortgagor covenants during the term of this mortgage not to suffer or 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.
- It is further understood and agreed that, together with, and in addition to, the payments of principal and interest provided for 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 levied on the mortgaged property, all as estimated by the Trustee less any sums already paid thereto, 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 payable, 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.

ILLINOIS  
STATE OF RECORD  
JUN 28 12 51 PM '77

NUMBER OF DEEDS  
\*2398974

**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 Instated Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

**Oak Park Trust & Savings Bank**, as Trustee.

by *Robert Weirman*  
Assistant Secretary

D NAME [Oak Park Trust & Savings Bank]  
E STREET Village Mall Plaza  
I CITY [Oak Park, Illinois 60301]

FOR RECORDERS INDEX PURPOSES  
INSURE STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

3545 South Cuyler  
Berwyn, Illinois

INSTRUCTIONS OR  
RECORDERS OFFICE BOX NUMBER 552

## END OF RECORDED DOCUMENT