

TRUST DEED

73 083 941  
MAY-16-75 998006 23083941-A Rec 5.10

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 31 1975, between Bruce Campbell and Diane S. Campbell, his wife

herein referred to as "Mortgagors;" and

AMALGAMATED TRUST & SAVINGS BANK

an Illinois banking 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 herein-

after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Nineteen Thousand Two Hundred Fifty and No/100 \* \* \* \* \* Dollars (\$ 19,250.00 ), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of

AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the

Mortgagors promise to pay said principal sum plus simple interest from January 31, 1975 at the rate of 2/over 2 per cent per annum in instalments of principal and interest as follows:

Balance (\$19,250.00) on the principal and interest, if not sooner paid, shall be due on the 21st day of May 1975 and the principal of each instalment unless paid when due shall bear interest at the rate of 9-1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 AMALGAMATED 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: all of their estate, right, title and interest therein, situate, lying and being in the Village of Oak Park COUNTY OF Cook AND STATE OF ILLINOIS.

Lot ten (10) in Subdivision of block twenty (20) in James W. Scoville's Subdivision of the West half of the North East quarter of Section seven (7), Township thirty-nine (39) North, Range thirteen (13) East of the Third Principal Meridian, 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 thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party 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 indoor 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 hand... and seal.... of Mortgagors the day and year first above written.

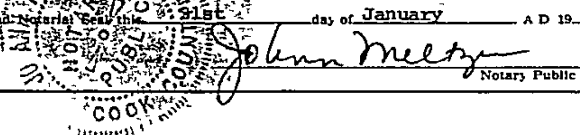
Bruce Campbell [SEAL]  
Diane S. Campbell [SEAL]

STATE OF ILLINOIS } JO ANN MELTZER  
County of Cook } as a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT Bruce Campbell and Diane S. Campbell, his wife

THIS DOCUMENT PREPARED BY DONALD ERICKSON 100 S STATE ST. CHICAGO, ILL. 60603

Given under my hand and Notarial Seal this 31st day of January A D 19 75

MAIL TO



73 083 941  
23083941

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 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 a duplicate receipt 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 date of expiration
In case of default therein Trustee or the holders of the note shall have the right to cause the premises to be insured in any form and manner deemed required of Mortgagors in any form and manner deemed necessary on prior encumbrances if any and purchase or redeem from any tax sale or forfeiture affecting herein authorized and all expenses paid or incurred by Trustee or the holders of the note to protect the mortgage and to enforce the same shall be a lien in priority with interest thereon at the rate of \_\_\_\_\_ per cent per annum in addition to the principal of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors
4 The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, or bills, statements or estimates or into the validity of any tax assessment sale forfeiture tax lien or title or claim thereof
5 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 be immediately due and payable with interest thereon at the rate of \_\_\_\_\_ per cent per annum in the case of (a) when default shall occur and continue for three months or (b) when default shall occur and continue for three months or otherwise holders of the note or Trustee shall not be allowed to include as additional indebtedness or incurred by or on behalf of Trustee or holders of the note and export evidence stenographers charges publication costs and decrees of procuring all such abstracts of title title searches and assurances with respect to title as Trustee or holders of the note or bidders at any sale which may be had pursuant to the provisions of this paragraph and the expenses of the nature in this paragraph immediately due and payable with interest thereon at the rate of \_\_\_\_\_ per cent per annum in the case of (a) any proceeding including by either as plaintiff claimant or defendant by reason of this trust deed or (b) any suit for the foreclosure hereof after accrual of interest for the defense of any threatened suit or proceeding commenced
6 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 proceeding 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 overplus to Mortgagors their heirs legal representatives or assigns as their rights may appear
7 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 sale without notice without regard to the solvency or insolvency of Mortgagors at the time of application 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 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 and a deficiency 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 are usual in such cases 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 in his hands in payment in whole or in part of (1) the indebtedness secured hereby or of such decreed foreclosing this trust deed or any tax special assessment or other lien which may be or become superior to the lien hereof or of such decreed such application is made prior to foreclosure sale (2) the deficiency in case of such sale and deficiency
8 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
9 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
10 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 required 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 its agents or employees of Trustee and it may require indemnities satisfactory to it before exercising any power herein given
11 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 a release 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 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 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 is requested of the original trustee and has never executed a certificate on any instrument identifying same as the note described herein it may accept as the genuine 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
12 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 or Registrar 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
13 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
14 The holders of the note secured by this trust deed at their sole option reserve the right to amend modify or renew the note secured hereby at any time and from time to time This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured how ever evidenced with interest at such lawful rate as may be agreed upon and any such renewal or extension or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured in the event of any extension modification or renewals or extension agreements shall not be necessary and need not be filed
15 Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note heretofore or hereafter incurred and without regard to the nature thereof shall have been paid in full Mortgagors will not without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to exist on said real estate or (2) transfer sell convey or in any manner dispose of said real estate

Property Office

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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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1-31-52 AMALGAMATED TRUST & SAVINGS BANK, as Trustee by [Signature] Assistant Secretary Assistant Vice President Assistant Trust Officer

MAIL TO PROPERTY NAME Donald Erickson STREET Amalgamated Trust & Savings CITY Chicago, Ill. INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

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