

UNOFFICIAL COPY

809811
New
1 act

23 | 19

TRUST DEED

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

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 3rd, 19 75, between

Robert G. Thomas and Constance M. Thomas, 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 hereinabove described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of **--Fifty nine thousand two hundred and no/100 (\$59,200.00)-----** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER.

OF BEARE).
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 1/2 per cent per annum in instalments as follows: Four hundred seventy six and 71/100 (\$476.71)

Dollars on the 1st. Day of August 19 75 and Four hundred seventy six and 71/100 (\$476.71)

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 19th 2000 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 six and one-half 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 (\$1) 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 River Forest COUNTY Cook AND STATE OF ILLINOIS,

The South 25 feet of Lot 62 and the North half of Lot 63 in River Forest Land Association Addition to River Forest in North East Quarter of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Page 10

1975 JUN 18 PM 2 10

MM-1875 15119 + 23119/29 u A = 0

500

which, with the property hereinafter described is referred to herein as the "premises."

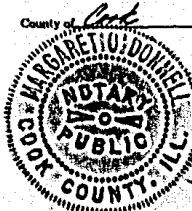
TOGETHER with all improvements, (removable or otherwise), fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long as the same shall all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and no secondary or other interest) and all apparatus, equipment or articles now or hereafter therein or thereto used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (without restricting the foregoing), screens, windows, doors, doors and windows, floor coverings, indoor beds, awnings, signs, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether or not mentioned by name, and any and all equipment or articles hereafter placed in the premises by the mortgagor or his assigns, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD) the premises unto the said Trustee, his 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 side of this trust deed) are incorporated herein by reference and are a part hereof and shall

STATE OF ILLINOIS

88



88. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who, etc, 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 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 to sue.

SERIALIZED under my hand and Notarized this 16th day of October, A.D. 1975.

5.00 Margaret O'Donnell
Notary Public.

UNOFFICIAL COPY

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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for labor, materials or supplies, except those arising from the tenancy or leasehold interest in the property which may be secured by a lien or charge on the premises superior to the mortgage; (3) pay all taxes, assessments, rents, charges, expenses, costs and fees of every kind, including the cost of collection, of any kind, arising from or relating to any building or buildings now or at any time in process of erection upon said premises; (4) comply with all the requirements of law or ordinance, including municipal ordinances, with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or ordinance.
 - Mortgagors** shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and all other taxes, assessments, charges, expenses, costs and fees of every kind, including the cost of collection, arising from or relating to the property covered by this mortgage.

2. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire or lightning.

3. 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 cyclones, _____ for 100 per centum of the insurable value thereof (the insurable value for all insurance purposes to be deemed not less than the amount of said principal indebtedness), all in compliance therewith and make all insurance policies payable in case of loss to Trustees by the standard mortgage clauses to be attached to such policy for the benefit of

6. The T-holder or the holders of the note hereby secured making any payment hereby authorized relating to loans or accommodations, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any loan, account with note, forfeititure, tax, fine, or title or claim thereto.

Validity of any note, instrument or other document, note, certificate, tax bill or claim otherwise issued by or to the holders of the Mortgaged property, shall not affect the validity of the Mortgagor's obligation to pay the principal amount and interest due thereon to the Trustee, until payment in full has been made to the Trustee, all unpaid indebtedness secured by this Trust Deed, notwithstanding anything contained in any such note, instrument or other document.

7. When the indebtedness so by or 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 way, if it forecloses the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale of the note for attorneys' fees, costs, outlays for documentary and recording, stampers, notary public charges, publication costs and costs which may be estimated as items to be expended.

entry of the decree) of power of attorney, or other instrument, by which the testator, at any time, may have had power to make any disposition of the nature in this paragraph, or any part thereof, or to make any probate and bankruptcy proceedings, to any person or persons, or to any party, or parties, or to any other person or persons, shall be a party, either by holding, or by making, or by giving, or by paying, or by intervening, or by any other means, in any of the said proceedings.

indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

Such appointment may be made either before or after such notice, without notice, without regard to the solvency or insolvency of Mortgagor, at the time or times when the same may be made, and the right so to do shall remain with the Trustees hereinafter as long as such receiver shall be retained by them. 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 deficiency, during the full statutory period of redemption whether there be release or not.

The defense is comprised of the original trustee and it has never demanded a reversion or any interest, except as herein provided, in the property of the estate, and it has never received any compensation for its services, except the sum and which purposed to be exacted by the persons herein designated as fiduciaries thereof.

16. This Trust Deed and all instruments 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.

is further understood and agreed that, together with, and in addition to, the principal and interest payable under the terms of the note secured hereby, mortgagors will pay all costs of collection, including attorney's fees, court costs, and all expenses of any kind incurred by the holder of this note in the enforcement of the same.

osit with the Trustee herein on the regular monthly payment date of each month until
the 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 the enforce

luded by the number of months to elapse before one month prior to the date as set by the Trustee when such tax and assessment bills should ordinarily be available, such sums held by Trustee in trust to pay said taxes and special assessments. Any deficiency amount of any such tax and assessment deposit shall, unless made good by the mortgagor to the due date of the next such payment, constitute an event of default under the mortgage.

I M P O R T A N T

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. 20043

~~Buyings~~ ~~Books~~

D NAME Oak Park Trust & Savings Bank
E STREET Village Mall Plaza
L CITY Oak Park, Illinois 60301
I
V
E
R
Y
INSTRUCTIONS

FOR THE CHURCH INDEX PUBLICATION
INDEX OF THE ADULTS OF THE A&M

711 Jackson Avenue
River Forest, Illinois

END OF RECORDED DOCUMENT