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TRUST DEED

23 225 662

This Indenture, Made

September 16. 19 75 , between

herein referred

to as "First Party," and Oak Park Trust & Savinus Bank, an Illinois Corporation, herein referred to as Ti ustee, witnesseth:

wife Nancy

THAT, WHEREAS First Party has concurrently herewith executed note # 66624 even dite herewith in the PRINCIPAL SUM OF four tousand thirty-nine dollars & 20/100----- Dollars.

made parable to the order of OAK PARK TRUST & SAVINGS BANK, due on the 15th Ortober , 1975 according to its terms 60 equal payments of \$67.32

NOW, THEFORE, 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:

431 South 53rd, Bellwood -South 40' North 120' of Lot 52 in E. A. Cummings and Company's Garden Home Addition being a Subdivision of the NW fractional $\frac{1}{4}$. South of the Indian Boundary line in Section 8 and that part of the E_{2}^{1} of the SW $_{1}^{1}$ of Section 8 South of the Indian Boundary Line and orbit of Butterfield Road in Township 39 North Range 12 East of the third principa' '4e" dian.

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 hon estead exemption laws of the State of Illinois

TOGETHER with all improvements, tenenent, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof or 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 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, 'lgb't, power, refrigeration (whether single units or centrally controlled), and ventilation, including witch the foregoing), screens, window shades, storm doors and windows, floor coverings, inacor peds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate of the physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles he exter 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 Truste 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 building; or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep ad premises in good condition and repair, without waste, and free from mechanic's or other liens or claims to lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secure by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory vide e of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a least size time any buildings row or at any time in process of erection upon said premises; (5) complements 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 assessment., say charges, sever service charges, and other charges against the premises when due, and upon written re uest to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under prot st 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, 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, t

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.

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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 tires 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 satisfactor; 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 as counder. Witness the hand(s) and seal(s) of lirst Party the day and year first above wellen. (SEAL) TTLLCCEEAL) eleny then REC TOOK OF PARTY COOK CAME Y K. ... 1975 SEP 18 7M 9 50 23225362 - A - Rec I William A. Taylor, Jr Emil & Nancy Roman State aforesaid, DO HEREBY CERTIFY THAT who are personally known to me to be the same person. whose names. appeared before me this day in person and acknowledged that they signed, scaled and deav red the said Instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and way. of the right of homestead.17 th GIVEN under my hand and Notarial Seal this include at a common of Chilip J law, in the state of the common for the same forms of sufficient, 1045 Lake Notary Profile Street, Cak Park, Illinois. Return to Box No. 552 To Secure a Loan of \$ 4,039.20 Trust and Savings | AS TRUSTEE Park Trust and Savings LARK AND MARION STREETS 현 II E I Loan No.66624 Park,

END OF RECORDED DOCUMEN