

UNOFFICIAL COPY

TRUST DEED

73-249-439

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made September 27, 1975, between

19-75, between

-----Alfred E. Austin (Divorced and not remarried)-----
herein referred to as "Mortgagors", and

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS,

an Illinois corporation doing business in Arlington Heights, 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 Ten thousand and no/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, and delivered, it and its which said Note the Mortgagors promise to pay the said principal sum and interest from September 27, 1975----- on the balance of principal remaining from time to time unpaid at the rate of 8.50---- per cent per annum in installments as follows: One Hundred Twenty Three and 99/100-----

Dollars on the first day of November 1975 and One Hundred Twenty Three and 99/100-----

Dollars on the first 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 first day of October 1985. 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 12.00 per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Arlington Heights 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 Northwest Trust

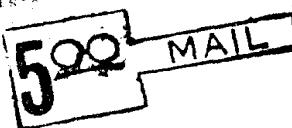
and Savings Bank in said City, NOW THEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid to 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 situated

lying to the Village of Elk Grove, COUNTY OF Cook

AND STATE OF ILLINOIS,

to wit:

Lot 83 in Branipart's Forest View Estates, a subdivision of part of Section 28, Township 51 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 9, 1955 as document 1636661, in Cook County, Illinois*



THIS INSTRUMENT WAS PREPARED BY

RONALD A. RAUCCI

ESTATE TRUST & SAVINGS BANK

ARLINGTON HEIGHTS, ILLINOIS

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

TOGETHER with all improvements, tenements, appurtenances, 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 in a parity with said real estate and not otherwise, to the payment of principal and interest on the same used to supply heat and all other heating fuel, central air conditioning, refrigeration, hot and cold water, gas, electric power, lighting, telephone, telephone equipment, the original storm windows, shades, storm doors and windows, door coverings, heating beds, furnaces, 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 fixtures hereafter placed in the premises shall be deemed to be a part of the same.

DO HAVE AND TO HOLD the above described Real Estate with all appurtenances thereto, for 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

Alfred E. Austin

STATE OF ILLINOIS

RONALD A. RAUCCI

Cook

Instrument executed in the presence of and before recording in said County, in the State aforesaid, to HEREBY CERTIFY THAT

Alfred E. Austin, divorced and not remarried

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

1. Mortgagor shall (1) promptly repair, restore or replace 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; (3) pay all taxes, assessments, rents or other sums or claims for rent not expressly subordinated to the lien hereof; (4) 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; (5) complete within a reasonable time any building or buildings now on or at any time in process of erection upon said premises; (6) comply with all applicable laws or regulations, rules and restrictions respecting the premises and the use thereof; (7) 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 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 to full under protest in the manner provided by statute, any tax or assessment which Mortgagors may, despite its protest,

Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms, for the sum of \$10,000.00 per building for payment by the insurance companies of monies sufficient to cover the cost of repairing or replacing 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 which expires, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

to collect the mortgaged premises and the like hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional premium 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 or remedy therein mentioned.

members of the Note, and without notice or stipulations, so default theretofore secured by this Trust Deed shall notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment of any amount 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.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustees shall have the right to foreclose the lien, part or in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses, costs and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's

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, Trustees' expenses, audit fees, accounting and expense of collection, including attorney's fees, charges, publication costs, and costs to him, may be estimated. Trustee is to be compensated at the rate of one-half per centum per annum on the unpaid balance of the note, from the date of the execution of the note, until paid in full, and immediately due and payable, with interest thereon at the rate of seven per centum per annum, when paid or incurred by Trustee or holders of the note in connection with the sale of any property, including attorney's fees, charges, publication costs, and costs to him, may be estimated.

The procedure of any bankruptcy or insolvency proceeding, including all proceedings mentioned in the preceding paragraph hereof, shall be governed by the law of the state in which such proceeding is instituted.

or after sale, without notice or without regard to the solvency or insolvency of Mortgagors at the time of such sale, and the Trustee or Receiver may collect rents and profits as such rents and profits accrued prior to or since the date of such foreclosure, and the Trustee or Receiver may collect rents and profits during the full statutory period of redemption.

11. No action for the enforcement of the non of any provision herein 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 formerly secured.

11. Trustees or the holders of the notes shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted by the lessees.

12. Trustees have no duty to examine the title, location, existence or condition of the premises, nor shall Trustees be obligated to record this instrument or exercise any power herein given unless expressly obligated by the terms hereof nor shall Trustees be liable for any acts or omissions hereunder except as may be set forth in this instrument or as may result from the misconduct of that or the agents, employees of Trustees and it may require indemnities satisfactory to Trustees for any damage, loss or expense arising out of such acts or omissions.

14. Under this section, no instrument or writing made by or on behalf of the Reserve Bank of India in which the instrument or writing has been signed shall be succeeded in law. Any instrument or writing made by or on behalf of the Reserve Bank of India in which the instrument or writing has been signed shall be succeeded in law. Any instrument or writing made by or on behalf of the Reserve Bank of India in which the instrument or writing has been signed shall be succeeded in law. Any instrument or writing made by or on behalf of the Reserve Bank of India in which the instrument or writing has been signed shall be succeeded in law.

With the exception of the first two, all the above-mentioned authorities are concerned with the protection of the environment. The Environment Protection Authority is concerned with environmental protection for the whole of Australia, while the State and Territory Environment Protection Authorities are concerned with environmental protection for their respective States and Territories.

<p>EMPLOYEE'S SIGNATURE</p> <p>JOHN W. BROWN TREASURER AND CLERK THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, ILLINOIS</p>	<p>THE EMPLOYEE'S NAME APPEARING ON THE CHECK FROM WHICH THIS PAYMENT IS MADE IS AS FOLLOWS: JOHN W. BROWN</p> <p>1228</p> <p>John W. Brown</p>
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END OF RECORDED DOCUMENT