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TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 10th, 19 75, between

Everett E. Nicholas, Jr. and Nikki J. Nicholas, 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, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of --Forty two thousand five hundred and no/100 (\$42,500.00)-----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 3/4 per cent per annum in installments as follows: Three hundred seventy five and 58/100 (\$375.58)

Dollars on the 1st. day of December, 19 75 and Three hundred seventy five and 58/100 (\$375.58)

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 November 19 95. 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 3/4 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 UNWEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of River Forest COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 15 and the North one half of Lot 16 in Block 5 in part of River Forest, being a subdivision of part of Section 12, Township 39 North, Range 17, East of the Third Principal Meridian as surveyed for the Suburban Homes Mutual Land Association according to the plat thereof recorded June 23, 1890 in Book 13 of Plats, Page 20 as Document 1291334 in Cook County, Illinois.

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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 thereon, as long and during all such times as Mortgagors may be entitled thereto (which are declared primarily and in a party with, and real estate and real, immovable) and all appliances, equipment or articles now or hereafter shown or shown used in supply, fuel, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation (including without limiting the foregoing), screens, window shades, air or other cool systems, heat exchangers, window blinds, awnings, screens and water fixtures. 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 appliances, equipment or articles hereafter placed on 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, however, for the purposes, and upon the terms and trusts herein set forth, free from all rights and lawful claims 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.

[SEAL] *Everett E. Nicholas, Jr.* [SEAL]
Everett E. Nicholas, Jr.
[SEAL] *Nikki J. Nicholas* [SEAL]
Nikki J. Nicholas

STATE OF ILLINOIS
I, *Jessie S. Sengler*
County Clerk



who, **BEFORE** personally known to me to be the same person, **BEFORE** named **BEFORE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** **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 11th day of Oct A. D. 19 75

Jessie S. Sengler

16. The mortgagee 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.

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

- Mortgagees shall (1) personally repair, replace or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or destroyed; (2) keep and maintain in good condition and repair, without cost and free from mortgagee's or other liens or claims, the lawn and grounds adjacent to the premises; (3) pay when due any assessments which may be levied by a unit or charge on the premises subject to the lien hereof, and when required submit satisfactory evidence of the payment of such assessments to Trustee or to holders of the note; (4) cooperate with a reasonable investigation of the title to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or governmental authorities.
- Mortgagees shall pay before any liability 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 personal default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may become liable to pay.
- Mortgagees 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 theft, destruction, or destruction, and shall pay the cost of such insurance, and shall pay the full insurable value thereof (the insurable value for all insurance purposes) to be determined from time to time by the amount of said annual premium (including taxes), all in cumulative satisfaction to holders and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to such policy by the holder of the policy, deliver all policies including additional and renewal policies to holder, and in case of insurance claim to expire, or delivery of renewal policies not less than ninety days in advance of the respective dates of expiration.
- In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgagees in any form and without demand, and may, but need not, make full or partial payments of principal or interest on said promissory note, if any, and judgments, discharge, compensation or settle any lien or other charge on title or claims thereon, or release from any lien or other charge affecting said premises or create any lien or assessment. All moneys paid for any of the purposes authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, (the reasonable charges to Trustee for such matters notwithstanding which action herein authorized may be taken) shall be no more additional than the actual cost thereof and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum from the date of the payment or failure of the note shall bear the same as a matter of right accruing to them on account of any default hereunder on the part of Mortgagees.
- The Trustee or the holders of the note hereby authorized making any payment hereby authorized including to taxes or assessments, may do so according to any law, ordinance or statute in force without inquiry into the accuracy of such bill, assessment or statute or into the validity of any lien, assessment, or statute, law, ordinance or statute in force.
- Mortgagees shall pay such taxes or assessments heretofore mentioned, both principal and interest, when due according to the terms thereof. At the option of the holder of the note, and without recourse to Mortgagees, all unpaid installments secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed or in any other agreement, be immediately due and payable in full in the event of default in making any such installment of principal or interest on the note, or in the event of default in making such taxes or assessments for three days in the performance of any other agreement of the Mortgagees herein contained.
- When the Mortgagees heretofore secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the mortgage in any suit to enforce the lien hereof, they shall be allowed and entitled as additional indebtedness in the event for sale all expenditures 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 fees, expenses, costs, and charges, including costs and charges (which may be advanced as to costs to be expended after entry of the decree) for procuring all such abstracts of title, title insurance and examination, guarantee policies, Torrens certificates, and similar data and information with respect to the title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any note which may be issued in connection with the sale of the premises. All expenditures and expenses of the holder of the note in this paragraph shall become due and payable without demand and without notice to Mortgagees, and shall be immediately due and payable with interest at the rate of seven per cent per annum from the date of the payment or failure of the note in connection with any proceeding, including judicial and bankruptcy proceedings, which action of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness heretofore secured, or in preparation for the consummation of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or 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 incurred by the holder of the note in connection with such foreclosure, including all such costs as are mentioned in the preceding paragraph hereof, second, all other items which, under the terms hereof, constitute a lien or indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid of the note; fourth, any surplus to Mortgagees, their heirs, legal representatives or assigns, as their right may appear.
- Upon or at any time after the filing of a suit to enforce this Trust Deed, the result in which such suit is filed may appoint a receiver of said premises, and the appointment of such receiver, without request by the holder of the note, or the holder of the note, shall be deemed as a lien on and against the premises, and the receiver may be appointed as such receiver, and the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, on or after a sale and delivery, during the full statutory period of foreclosure, whether there be redemption or not, as well as during any further time when Mortgagees, or if the intervention of such receiver, should be entitled to collect such rents, issues and profits, and all other income which may be necessary or are usual in such cases for the protection, preservation, maintenance and operation of the premises during the whole of such period. The Trust Deed from time to time, or whenever the receiver is appointed to apply the net proceeds in full or in part of (1) the indebtedness secured hereby, or by any decree from time to time, or may be, general assessment or other lien which may be or become a lien on the premises; or (2) the balance of the net proceeds of such sale and delivery.
- No action for the enforcement of the lien of any promissory note secured shall be subject to any defense which would not be good and available to the party intervening herein in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right in and to the premises at all reasonable times and access thereto shall be permitted in that purpose.
- Trustee has no duty to maintain the title, defend, execute or carry out of the premises, nor shall Trustee be obligated to reconvey the trust deed or to execute any deed hereon given unless expressly obligated by the terms hereof, and he shall be liable for any acts or omissions hereunder except in case of the bona fide negligence or fraud on the part of the agent or employees of Trustee and if any require indemnification satisfactory to holder regarding any payment hereon given.
- Trustee shall release this Trust Deed and the lien thereof by proper recording upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a new deed to and in the name of any person or persons, either before or after maturity thereof, and without inquiry to Trustee the same, representing to all indebtedness heretofore secured has been paid, which representation Trustee may accept as true without inquiry. Where a release in payment of a mortgage is made, such mortgagee shall accept as the genuine bona fide release any note which bears a certificate of satisfaction indicating to be covered by a paid trustee hereunder or which contains in substance with the description hereof contained in the note and which purports to be executed by the person herein designated as the holder hereof, and whose release is recorded in the original trustee and if he has received a certificate or certificate of satisfaction from the state department of revenue, if any, may accept as the genuine bona fide release any note which may be presented and which contains in substance with the description hereof contained in the note and which purports to be executed by the person herein designated as the holder hereof.
- Trustee at any time writing hereunder may execute by instrument in writing filed in the office of the Recorder of Deeds of Illinois in which this instrument shall have been recorded to him in case of the resignation, inability or refusal to act, the Receiver of Deeds of the county in which this instrument is recorded, shall be Successor in Trust, and in case of his resignation, inability or refusal to act, the Receiver of Deeds of the county in which this instrument is recorded shall be Successor in Trust. Any Successor in Trust hereunder shall be deemed to be identical title, powers and authority as are herein given Trustee.
- The Trust Deed and all instruments hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the said "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of a indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.

It is further understood and agreed that, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, mortgagees 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 billed on the mortgaged property (all as estimated by the Trustee) less all sums already paid therefore, 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 available, 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.

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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 Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 07-113

Oak Park Trust & Savings Bank, as Trustee

J. Herbert Keenan
Account Secretary

D NAME Oak Park Trust & Savings Bank FOR RECORDS IN CHARGE OF DEEDS
 E STREET Village Mall Plaza IN THE CITY OF ALTON
 L CITY Oak Park, Illinois 60301 (OR) 542 and 538 Ashland, River Forest, Illinois
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END OF RECORDED DOCUMENT