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GEORGE E. COLE® FORM No. 206
LEGAL FORMS September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

24 760 435

RECORDED FOR JEC

JEC 2 778 12 16 PM

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The Above Space For Recorder's Use Only

THIS INSTRUMENT, made December 11, 1978, between Gus Tzoumas

Bank of Lyons

herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note" of even date herewith, executed by Mortgagors, made payable to Bearer

and delivered, in and by which note Mortgagors promise to pay the principal sum of Sixty Five Thousand and no/100 (\$65,000.00) Dollars, and interest from date on the balance of principal remaining from time to time unpaid at the rate of 11 1/2 per cent per annum, such principal sum and interest to be payable in installments as follows: One Thousand One Hundred Thirty and 12/100 or more (\$130.12) Dollars on the 15th day of January, 1979, and One Thousand One Hundred Thirty and 12/100 or more Dollars on the 15th day of each and every 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 15th day of December, 1985; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 14 1/2 per cent per annum, and all such payments being made payable at Bank of Lyons

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

Cook COUNTY OF ILLINOIS AND STATE OF ILLINOIS, to wit: Lot 13 in H. O. Stone Company's 7th Addition to Riverside Acres, being a Subdivision of part of the East 1/2 of the North West 1/4 of Section 7, Township 38 North, Range 21 East of the Third Principal Meridian, in Cook County, Illinois.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor acquiring any interest in or title to the premises subsequent to the date of this Trust Deed

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or 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 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 hereby made a part hereof the same as though they were here set out in full and shall bind on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Gus Tzoumas (Seal) Denise Tzoumas (Seal)
Gus Tzoumas Denise Tzoumas
(Seal) (Seal)

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Gus Tzoumas and Denise Tzoumas

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 acknowledged 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 of homestead.

Given under my hand and official seal, this 11th day of November, 1978.
Commission Expires November 3, 1981. Susan Zupan Notary Public

This instrument was prepared by Doris Hart, 8601 W. Ogden Avenue, Lyons, IL 60534

(NAME AND ADDRESS)

ADDRESS OF PROPERTY: 8542 W. Ogden Avenue Lyons, IL 60534

MAIL TO: NAME BANK OF LYONS P.O. Box 63 ADDRESS 8601 W. Ogden Avenue CITY AND STATE Lyons, IL ZIP CODE 60534

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO:

OR RECORDER'S OFFICE BOX NO.

(Address)

DOCUMENT NUMBER

24 760 435

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien 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 or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

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 the original or duplicate receipts 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 and 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 dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein 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, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be some additional indebtedness secured hereby, and shall become immediately due and payable with interest thereon at the rate of eight percent per annum. In case of Trustee or holders of the note shall never be considered.

5. The holders of the note hereby agree to pay, or to cause to be paid, all taxes and assessments relating to taxes or assessments, may do so according to the usual practice of a prudent person, and shall not be liable for the payment of such taxes or assessments, or for the recovery of such bills, statement or estimate of such taxes or assessments, or for the payment of such taxes or assessments.

6. Mortgagors shall pay to Trustee or to holders of the note the principal of the note and interest thereon when due according to the terms hereof. At the expiration of the term of the note, the principal of the note shall be paid to the holders of the note. In the event of default in payment of principal or interest on the note, the principal and interest thereon shall be immediately due and payable when default shall occur in payment of principal or interest on the note, and the principal and interest thereon shall be immediately due and payable when default shall occur in payment of principal or interest on the note.

7. When the interest on the note is in arrears for a period of thirty (30) days, the Trustee or holders of the note may, at their option, cause to be levied upon the premises, or any part thereof, a lien in favor of the Trustee or holders of the note for the amount of such interest, together with the costs and expenses of such levy, and the proceeds of such sale shall be applied to the payment of such interest, together with the costs and expenses of such levy, and the balance, if any, shall be paid to the mortgagors. In the event of such sale, the mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors. The Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors. The Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

8. The proceeds of any foreclosure sale of the premises shall be applied to the payment of the principal and interest on the note, together with the costs and expenses of such sale, and all other items which under the terms hereof are to be paid by the mortgagors. If the proceeds of such sale are not sufficient to pay the principal and interest on the note, together with the costs and expenses of such sale, the mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

9. Upon or at any time after the filing of a complaint for foreclosure of the note, the mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors. The Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

10. No action shall be brought against the mortgagors for the payment of the principal and interest on the note, or for the payment of the costs and expenses of such sale, until after the expiration of the term of the note, or until after the expiration of the term of the note, or until after the expiration of the term of the note.

11. Trustee or holders of the note shall be deemed to have authorized the mortgagors to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

12. Trustee has provided to examine the title to the premises, and to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

13. Trustee shall release the Trust Deed and the note, and the mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

14. Trustee shall be deemed to have authorized the mortgagors to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

15. This Trust Deed is a part of the mortgage instrument, and the mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

16. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

17. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

18. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

19. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

20. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

21. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

22. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

23. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

24. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

25. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

26. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

27. The mortgagors shall be deemed to have authorized the Trustee or holders of the note to execute and record a deed conveying the premises, or any part thereof, to the purchaser of the premises, and the Trustee or holders of the note shall be deemed to have authorized the purchaser of the premises to execute and record a deed conveying the premises, or any part thereof, to the mortgagors.

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END OF RECORDED DOCUMENT