

# UNOFFICIAL COPY

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TRUST DEED (MORTGAGE)

THIS INDENTURE, dated January 11, 1979, between Orlando C. David  
and Mila C. David, his wife  
of 1008 S. Gunderson

of the City of Oak Park, County of Cook, State of Illinois  
(hereinafter called "Grantors") and NATIONAL BOULEVARD BANK OF CHICAGO, a national banking association doing business  
in the city of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Trustee");

WITNESSETH:

WHEREAS, pursuant to the provisions of a certain Retail Installment Contract (hereinafter called the "Contract"), of even date  
herewith, between the Grantors and National Boulevard Bank, as Seller, the Grantors are justly  
indebted in the sum of four thousand three hundred fifty & 00/100 Dollars to the legal  
holder of the Contract, when indebtedness is payable at the offices of NATIONAL BOULEVARD BANK OF CHICAGO, 410 North  
Michigan Avenue, Chicago, Illinois 60611 in 60 successive monthly installments, each of \$ 72.50, except for  
a final installment of \$ 0, commencing 45 days after the Completion Date provided for in the Contract.  
and on the same date of each month thereafter until paid in full; January 26, 1984

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Contract, of said indebtedness, and the per-  
formance of all other covenants, agreements and obligations of the Grantors under the Contract and hereunder, the Grantors hereby

CONVEY and WARRANT to the Trustee the following described real estate (hereinafter called the "premises") situated in the  
City of Oak Park, County of Cook, State of Illinois, to wit:  
Lot sixty-eight (68) in South Ridgeland Depot Subdivision  
of the North East quarter of Lot Six (6) in Murphy's  
Subdivision of Section eighteen (18) Township thirty-nine  
(39) North, Range thirteen (13), East of the Third Principal  
Meridian, in Cook County, Illinois.

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter hereto belonging, including all  
heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits  
thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State  
of Illinois.

The Grantors covenant and agree: (1) to pay said indebtedness, and all other amounts that may be payable under the Contract, as  
provided in the Contract or according to any agreement extending the time of payment; (2) to pay, before any attachments, all  
taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or  
damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged, so that waste  
to the premises shall not be committed or suffered; (4) to keep all buildings and other improvements now or hereafter on the premises  
insured against such risks; for such amounts and with such companies and under such policies and in such form, all as shall reasonably  
be satisfactory to the legal holder of the Contract, which policies shall provide that loss thereunder shall be payable first to the holder of  
any prior encumbrance on the premises and second to the Trustee, as their respective interests may appear, and, upon receipt, to  
furnish to the Trustee or to the legal holder of the Contract satisfactory evidence of such insurance; and (5) to pay, when due, all  
indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure so to insure, or pay taxes or assessments, or pay the indebtedness  
secured by any prior encumbrances, either the Trustee or the legal holder of the Contract may, from time to time, but need not  
procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay  
the indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder  
of the Contract, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract  
rate from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or  
agreements contained in the Contract, the indebtedness secured hereby shall, at the option of the legal holder of the Contract, without  
demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or  
both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the  
foreclosure hereof (including reasonable attorneys' fees, costs for documentary evidence, stenographers' charges and cost of procuring  
or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like  
expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Contract, as such, may  
be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and  
shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether  
decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements,  
and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Grantors and for the heirs, executors,  
administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such  
foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Trust Deed, the court in which such  
complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to  
take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, release this Trust Deed and the  
lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been  
fully paid; and the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after  
the maturity thereof, produce and exhibit to the Trustee the Contract, representing that all indebtedness secured hereby has been paid,  
which representation the Trustee may accept as true without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises.  
The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be  
jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Contract, expressed  
herein shall be in addition to, and not in limitation of those provided in the Contract or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.

(SEAL)

Orlando C. David (SEAL)  
Mila C. David (SEAL)

(SEAL)

This instrument prepared by:  
Kenneth Fuesz, National Blvd. Bank, 410 N. Michigan Ave., Chgo, Ill  
(Name and Address)

# UNOFFICIAL COPY

1979 JAN 16 PM 3 19

STATE OF ILLINOIS )

) SS

COUNTY OF )

JAN-16-79 2 24 467 24803907

10.00

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Orlando C. David  
and Mila C. David

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she, they) signed and delivered said instrument as his (her, 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 \_\_\_\_\_ day of \_\_\_\_\_



Property of Cook County Clerk's Office



24803907



END OF RECORDED DOCUMENT