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TRUST DEED

24873011

This Indenture, Made February 27th

19 79, between

Robert

David Delihant

and Mary Jo Delihant his wife

herein referred

to as "First Party," and Oak Park Trust & Savings Bank, an Illinois Corporation, herein referred to as Trustee, witnesseth:

NOW. IT EREFORE, 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 Doll it in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the Prustee, its successors and assigns, the following described Real Estate to wit:

Lot 15 in Block / in Fair Oaks Terrace Being a Subdivision of the East 50 Acres of the Nor'n 75 acres of the North West 1/2 of Section 5, Township 39 North, Range 13, Last of the Third Principal Meridian in Cook County, ILLinois.

Subject to general real estate taxes for the year 1974 and subsequent years and covenants and restrictions of record.

which, with the property hereinafter described, is read to herein as the "premises", hereby releasing and waiving all rights under and by virtue of the home stead exemption laws of the State of HILLINGIS

TOGETHER with all improvements, tenements easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, their heirs or assigns may be entitled thereto (which for pledged primarily and on a parity 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, he't, power, refrigeration (whether single units or centrally controlled), and ventilation, including (with ut restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador hals, awnings, 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 articles here for placed in the premises by First Party, their heirs or assigns shall be considered as constituting part of the real estate.

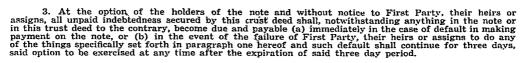
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the f. inure of First Party, their heirs or assigns to: (1) promptly repair, restore or rebuild any buildings or it prevenents now or hereafter on the premises which may become damaged or be destroyed; (2) keep sai pre nises in good condition and repair, without waste, and free from mechanic's or other liens or claims for his pre expressly subordinated to the lien hereof; (3) 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 evience of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reason on time any building or buildings now or at any time in process of erection upon said premises; (5) county with all requirements of law or municipal ordinances, with respect to the premises and the use theretr. (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 assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest 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 apolicies 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to

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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- 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 Tristee or the holders of the note shall have the right to inspect the premises at all reasonable times and across thereto shall be permitted for that purpose.
- 7. Trust est all 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.
- 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. At 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 Truste, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed here inden.

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