

UNOFFICIAL COPY

TRUST DEED

24 308 491

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622707

THE ABOVE SPACE FOR RECORDERS USE ONLY

FEB 1 6 03 605 AM

THIS INSTRUMENT, Made January 12, 1978, between Oak Lawn Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated January 12, 1978 and known as trust number 509, herein referred to as "First Party," and Chicago Title Insurance Co.

an Illinois corporation hereinafter referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal Sum of Thirty five thousand and no/100 Dollars, made payable to ~~BRABER~~ Oak Lawn Trust & Savings Bank and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest as follows:

Three hundred three and 74/100ths on the 5th day of April, 1978 and Three hundred three and 74/100ths on the 5th day of each and every month thereafter until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 5th day of March, 1998.

This document was prepared by Helen Archa, 4900 W. 95th St., Oak Lawn, Ill. 60454

including with interest on the principal balance from time to time unpaid at the rate of 8 1/2 per cent per annum payable monthly

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 eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Lawn, Illinois, as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of

Oak Lawn Trust & Savings Bank in said Village,

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

North 1/2 of Lot 6 in Frank Delaware Lugach's Central Avenue Gardens being a Subdivision of the East 2/5ths of the East 1/2 of the North East 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, except Streets and parts of Streets heretofore dedicated 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 thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are 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, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator bells, 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 hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. Until the indebtedness hereon shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild 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, without waste, and free from mechanic's or other liens or claims for lien not 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 evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any public officials 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 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

DELIVERY NAME STREET CITY OAK LAWN TRUST & SAVINGS BANK 4900 W. 95th Street Oak Lawn, Illinois 60454

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 10340 South Central Oak Lawn, Illinois

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 533

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 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 the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any 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 liens or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

ILLINOIS
FEB 1 1 49 PM '78

RECORDED OF DEEDS
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THIS TRUST DEED is executed by the Oak Lawn Trust and Savings Bank, not personally but as Trustee as aforesaid and in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Oak Lawn Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the Trustee or the holders of the note or in any way to pay any and all taxes, assessments, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such taxes, assessments, or any indebtedness being the responsibility of the borrower, and that so far as the First Party and its successors and assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such foreclosure proceedings, control and management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree enforcing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

OAK LAWN TRUST AND SAVINGS BANK As Trustee for said and not personally,
By Roberta A. Cartwright
Attest Helen Archacki
Assistant Trust Officer
a Notary Public in and for Cook County, in the State of Illinois, do hereby CERTIFY, that
Roberta A. Cartwright Trust Officer
and/or Trust Officer of the Oak Lawn Trust and Savings Bank, and
Helen Archacki Assistant Trust Officer

Given under my hand and Notarial Seal this 12th day of January 1978
Maureen J. [Signature]
Notary Public

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. 622707
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
ASST. SECRETARY

END OF RECORDED DOCUMENT