## TRUST DEED

## 25401371

This Indenture, Made

19 80, between

Christian W. Slagle

and wife Violet M. Slagle

herein referred

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

THAT, WHEREAS First Party has concurrently herewith executed note # 2-23291 even date her with in the PRINCIPAL SUM OF Five Thousand Five Hundred & no/100 DOLLARS,

made payable to the order of OAK PARK TRUST & SAVINGS BANK, due on the

day of

July , 1980 according to its terms

NOW, THERE ORE, First Party to secure the payment of the said principal sum of money in accordance with the ears provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in har a pold, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the Trustle, its successors and assigns, the following described Real Estate to wit:

Lot Thirteen (13) in Block Twenty-two (22) in the Village of Ridgeland, being a Subdivision in (actions Seven (7) and Eight (8), Township Thirty-nine (39) North, Parge Thirteen (13) East of the Third Principal' Meridian, situate in the Village of Oak Park County of Cook in the State of Illinois

This instrument was pregar a by Anthony T. Catalano Vice President for the Oal Par Trust & Savings Bank, 1044 Lake Street, Cak Park, 1111015

TOGETHER with all improvements, tenements, coercints, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long ind during all such times as First Party, their heirs or assigns may be entitled thereto (which are plaged 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, wore, refrigeration (whether single units or centrally controlled), and ventilation, including (without ristricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether plysically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretire placed in the premises by First Party, their heirs or assigns shall be considered as constituting part of the rial estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successor, 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 failure of First Party, their heirs 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 is in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not express you subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a sen 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; (4) complete within a reasonable concany buildings 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 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 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, and rights to be evidenced by the standard mortgage clause to be attache
- 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.

- 3. At the option of the holders of the note and without notice to First Party, their heirs or assigns, all unpaid indebtedness secured by this crust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment on the note, or (b) in the event of the failure of First Party, their heirs or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
- 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 we fer 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 complus to First Party, their heirs, legal representatives or assigns, as their rights may appear.
- 6. Trustice on the holders of the note shall have the right to inspect the premises at all reasonable times and access the eto shall be permitted for that purpose.
- 7. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence this 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 sha'l have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the there R corder 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 Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

Witness the 1	hand(s) and s	eal(s) of Fira	st Party the day	y ind lea	n first ab	oye written.		_		
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