

Recorded at _____ o'clock _____ M. **25415931** Recorder.

THIS DEED OF TRUST, Made this **31st** day of **MARCH** 19 **80**, between

the grantor herein whose address is **RICHARD B MEYERS AND BONITA C MEYERS
2651 S OAKLAND ST
AURORA, COLORADO 80014**
County of **ARAPAHOE** and State of **COLO.**

and the **BANK** of the County or City and County in which the property described below is situated, in the State of _____

Witnesseth, The Grantor to secure **one** promissory notes bearing even date herewith, for the total principal sum of **SIXTY THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 44/100** dollars, payable to the order of **COLORADO NATIONAL BANK** the beneficiary herein whose address is **17th AND CHAMPA STREETS
DENVER, COLORADO 80202** after the date thereof, with interest thereon from the date thereof at the rate of **17.90039** percent per annum, principal and interest payable in one single payment of **\$60783.44** plus interest due and payable in full **9-29-80**

does hereby grant and convey unto said **BANK** the following described property, situate in the County of **Cook** State of **Illinois** to wit:

Lot 1 in Straley's Subdivision of part of the east half of the east half of the northeast quarter of the northwest quarter of Section 1, Township 35N, Range 13E of the 3rd principal meridian in Cook County, Illinois

also known as street and number **2820 Willow Road, Homewood, Illinois**

FOR HAVE AND FORTHED the grantor herein to all appertaining to the premises that in any default in the payment of said note or any part thereof the Bank shall have the right to sell the premises after notice of sale given to the beneficiary and demand for the same shall be made by the Bank and the proceeds of such sale shall be applied to the payment of said note and interest thereon and all other charges and costs and all moneys advanced for taxes, insurance and expenses incurred in connection with the premises and the principal and interest on said note, rendering the overplus of any such sale to the grantor and after the expiration of the term of redemption, said **BANK** shall execute and deliver to the purchaser a deed to the property sold. The grantor hereby agrees that at the time of delivery of these presents he is seized of said property in fee simple and that said property is free from all encumbrances except:

FIRST DEED OF TRUST IN FAVOR OF PARK FOREST SAVINGS AND LOAN, PARK FOREST, ILL.

and that the same is not subject to any lien and extended coverage in amount equal to the unpaid balance of said note with interest payable to the beneficiary, and that the grantor and assignors of said property and amount to the benefit of the beneficiary, and if he shall fail to pay the same, the beneficiary shall be entitled to sue for the same and all other debts paid shall become additional indebtedness of the grantor, and to sue for the same as the assignor of the beneficiary.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees to all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder, and the grantor hereby releases and waives all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by First Party without beneficiary's prior written consent, including the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest for three years or less not constituting an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Wherever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

Executed this _____ day of _____ and year first above written

Richard B. Meyers *Bonita C. Meyers*
Richard B. Meyers Bonita C. Meyers

STATE OF COLORADO,
City and _____ County of **Denver**,
March 31st 1980, The foregoing instrument was acknowledged before me this 31st day of March 1980 by **Richard B. Meyers and Bonita C. Meyers**

My Commission expires _____
Witness my hand and official seal: _____
Notary Public

25415931

UNOFFICIAL COPY

1980 APR 7 PM 5 08

REC-703 200179

Property of Cook County Clerk's Office

10.00

25411031



No. DEED OF TRUST FROM

TO THE PUBLIC TRUSTEE FOR THE USE OF

STATE OF COLORADO, County of

I hereby certify that this instrument was filed for record in my office at o'clock M., 19 and is duly recorded in book page

Film No. Reception No.

City and Recorder

By Fees \$

WHEN RECEIVED, RETURN TO CHIEF CLERK, COOK COUNTY CLERK'S OFFICE, 100 N. LA. ST., CHICAGO, ILL. 60602

STATE OF ILLINOIS

END OF RECORDED DOCUMENT