

\*entire unpaid principal balance and interest shall be due and payable in full. 67-80-036 A  
NO PAYMENT COST OR PENALTY APPLICABLE SUBJECT TO FULL MATURE DATE

**TRUST DEED**  
**25433888**

BOOK 67-80-036  
FILED  
1980 APR 23 PM 1:30

25433888

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 14, 1980, between GARY-WHEATON BANK, a corporation of the State of Illinois, 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 March 19, 1980 and known as trust number - 5590 - herein referred to as "First Party," and - Joseph A. Radecky, of the Township of Downers Grove, County of Du Page, and State of Illinois - herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed its note bearing even date herewith in the Principal sum of - Seventy-five Thousand - and no/100 - Dollars, made payable to DECKER 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 payable from date of disbursement on the balance of principal remaining from month to month unpaid at the rate specified in said Note, payable in consecutive monthly installments of Nine Hundred Twenty-four - (\$924.40) and 40/100 - Dollars, or more, payable on the 1st day of each month, beginning June 1, 1980, until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the 1st day of May, 1995.

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 installment unless paid when due shall bear interest at the rate of 12% per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Downers Grove, 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 RADECKY & COMPANY, 806 Plainfield Road, Downers Grove, IL 60515.

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 note 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 executors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF - - COOK - - AND STATE OF ILLINOIS, to wit: -

Lot 1 in Fitch's Resubdivision of that part of Lot 22 lying North of Oak Avenue, in Fowler Bruner and Bodin's Subdivision in Sections 12 and 11, Township 39 North Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded December 31, 1958 as Document 17416665, in Cook County, Illinois, -

This Instrument Was Prepared by  
S. N. COSTA  
ATTORNEY AT LAW  
875 PLEASANT ROAD  
DOWNERS GROVE, ILL. 60515

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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor covers, ladder beds, 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.

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 hereinafter 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, 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 note; (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 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

NAME \_\_\_\_\_  
DE STREET \_\_\_\_\_  
L CITY \_\_\_\_\_  
I \_\_\_\_\_  
V \_\_\_\_\_  
E \_\_\_\_\_  
R \_\_\_\_\_  
Y \_\_\_\_\_  
OR \_\_\_\_\_  
INSTRUCTIONS \_\_\_\_\_  
RECORDER'S OFFICE BOX NUMBER 821

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
7956 Oak Avenue  
River Forest, IL 60305

25433888

