

67-77-964X

660129

25547915



TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1980 AUG 14 AM 9:00

25547915

CTTC7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 5 19 80, between

ROBERT A. DRESSEL and SUSAN A. DRESSEL, his wife,

herein referred to as Mortgagors, and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SEVENTY THOUSAND AND

NO/100 (\$70,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 1, 1980 on the balance of principal remaining from time to time unpaid at the rate of TEN (10%) per cent per annum on installments and on principal and interest as follows:

Six hundred seventy-five and 52/100 (\$675.52) Dollars or more on the 1st day of September 1980 and Six hundred seventy-five and 52/100 (\$675.52) Dollars or more on the 1st day of each month thereafter until said Note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the 1st day of September 2000. 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 is not paid when due shall bear interest at the rate of TEN (10%) per annum, and all of said principal and interest to be made payable at such banking house or trust company in Chicago Illinois at the address of the notes may from time to time, in writing appoint and in absence of such appointment then at the office of Scott A. Christopher in said City.

NOW THEREFORE the Mortgagors covenant the payment of the said principal sum of principal and said interest in accordance with the terms, provisions and limitations of the trust deed and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein to wit: being in the Village of River Forest COOK COUNTY OF AND STATE OF ILLINOIS to-wit:

The South 1/2 of Lot 22 in River Forest Land Association Addition to River Forest in the North East 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

10.00

THIS INSTRUMENT PREPARED BY:
Scott A. Christopher, Attorney
7191 W. Grand Avenue
Chicago, Illinois 60635

which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, easements, encumbrances, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be deemed to have, which are pledged primarily and on a parity with said real estate and all accessories, and all apparatus, equipment or articles now or hereafter located on 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, window blinds, swings, gloves 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 on the premises by the mortgagors or their 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 herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hands and seal of Mortgagors the day and year first above written.
X Robert A. Dressel (Robert A. Dressel) SEAL X Susan A. Dressel (Susan A. Dressel) SEAL

STATE OF ILLINOIS Scott A. Christopher
County of Cook Notary Public in and for and reading in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert A. Dressel and Susan A. Dressel, his wife

who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, read and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of August 19 80
Scott A. Christopher Notary Public
(Scott A. Christopher)

25547915

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) pay when due any indebtedness which may be secured by a lien on charge on the premises superior to the lien hereof; and upon request furnish satisfactory evidence of the discharge of such prior liens to Trustee or to holder of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured, 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or payments of any and purchase discharge mortgages in full or in part or pay any tax lien or other prior lien or title or claim thereof, or redeem from any tax lien or mortgage affecting said premises or conduct an sale of assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be paid to Trustee or holders of the note as additional 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or payments of any and purchase discharge mortgages in full or in part or pay any tax lien or other prior lien or title or claim thereof, or redeem from any tax lien or mortgage affecting said premises or conduct an sale of assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be paid to Trustee or holders of the note as additional 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

6. Mortgages shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and shall upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

7. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured, 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

8. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or payments of any and purchase discharge mortgages in full or in part or pay any tax lien or other prior lien or title or claim thereof, or redeem from any tax lien or mortgage affecting said premises or conduct an sale of assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be paid to Trustee or holders of the note as additional 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, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of the premises. Such appointment may be made either before or after the filing of such bill, and without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied at a tenement or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 cases for the protection, possession, control, 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: (a) The indebtedness secured hereby, or by any device hereunder in this deed or any tax special assessment or other lien which may be or become superior to the lien hereof of any degree, provided such application is made great to the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or continuation of the use, uses or to enclose into the validity of the signatures on the identity, capacity, or authority of the signatories on the note or trust deed, and shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is effected of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number supporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described a note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may stamp by instrument in writing filed in the office of the Recorder of Titles in which this instrument is shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the 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 herein given Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of the trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

17. This is a Purchase Money Mortgage.

25547915

IMPORTANT:
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. **660129**
CHICAGO TITLE AND TRUST COMPANY, Trustee.
By: *[Signature]*
Assistant Secretary/Assistant Vice President

MAIL TO: Scott A. Christopher, Attorney
7191 W. Grand Avenue
Chicago, Illinois 60635

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

751 Clinton Place
River Forest, IL 60305

PLACE IN RECORDER'S OFFICE BOX NUMBER 535

END OF RECORDED DOCUMENT