UNOFFICIAL COP



TRUST DEED 646238

25121936

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

August 24 19 79 between

ROBERT L. DYER and EMILY DYER, his wife

herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doir g business in Chicago, Illinois, herein referred to as TRUSTLE, witnesseth:

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

THIRTY-FIVE THOUSAND and no/100 - - - - - - - - - - - - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest month to south 10.25 from on the balance of principal remaining from time to time unpaid at the rate υľ per cent per annum in instalments (including principal and interest) as follows:

of October 1,79 and THREE HUNDRED TWENTY-FOUR and 24/100 the 1st day of each month thereafter until 1,79 and THREE HUNDRED TWENTY-FOUR and 24/100 the 1st day of each month THREE HUNDRED TWENTY-FULL and 24/100 (or more) of October. 1,79 and THREE HUNDRED TWENTY-FOUR and 24/100 Dollars on the 1st day of each month thereafter until said note is fully planes. The final payment of principal and interest, if rots some paid, shall be due on the 1st day of September xx2004. All such payments on account of the first 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 5.0 per annual Broadview, per annum, and all of said principal and interest being made payable at such banking house or trust Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then it the office of Liberty Bank

in Said CXX Village.

NOW, THEREFORE, the Mortgagors to secure the payment of he and principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenant. Agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is bereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and ill of the action, attacking the time of the payment of the performance of the covenance of the covenance of the covenance of the covenance of the sum of

Lot 29 in A. E. Fossier and Company's Woodview Estates in the North West 1/4 of Section 18 Joynship 38 North, Range 12 East of the Third Principal Leridian 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 Mortgagors may be entitled thereto (which are pledged primardy and on a parity with said real est to ind not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heart, gas, art conditioning, water, fig. 5 power, refrigeration (whether single units or centrally controlled), and centralism, including (without restricting the foregoing), species, window shades, st in G-ors and windows. floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing ir declared to be a part of said real estate which reply so ally attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors of their y-cessors 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 being free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which stid rights and benefit the formal part of the restriction of the first trust double of the state of the said trusts of the state of the first trust double of the first trust double or the said trusts of the said trusts of the first trust double or the said trusts of the said trusts of the first trust double or the said trusts of the said

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

successors and assigns.				•		
	an	d sealS of Mortgagors the	day and year first above	. Wiltem	/	
			12. O. A	F/11/10	/ X	
		SEAL	Collie X	Myles		SEAL
			2 /	0 (1/1/	1	
		SEAL	(6) seel by (Mely	<u> </u>	[SEAL]
STATE OF ILLINOIS,		John J. Long,	Jr			
	ss.	a Notary Public in and for and res	iding in said County in the	State aforesaid D	O HERERY CERTIS	THAT
County of Cook	5 33.	a Notary Public in and for and res Robert L. Dyer	and Emily Dyer,	his wife	.,	
County bi	_					
The state of the s	- av	Epersonally known to me to be the	S	s are	and made of the desi	ć
WAY OF TOWN						
A		t, appeared before me this day in pers				
7. 0 1	delivered t	he said Instrument astheir	free and voluntary	act, for the uses	nd purposes therein	set forth.
	C.	iven under my hand and Notarial Scal	1hir 24th	Lus IH	agest	19 <i>79</i>
I 的基础是 i一手	G.	iven ander my name and recentar scar	/	7, " 7/ -		·
· 10:50:01			×4		·	6.11
Notarial Seal				177	Nota	ry Public

m, 807 R v 69 R. Daed, Indiv., Instal.-Incl. Int.

This instrument prepared by Dorothy Kladder - Liberty Bank - 1500 Roosevelt Rd. Broadview, Il.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 CHIE REVERSE SIDE OF THIS TRUST DEEDE

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premise which may become damaged of be destroyed; (2) keep said premises in good condition, and repair, without waste, and free from mechanic's or other heiss or claims for hen not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a little or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior heis to Trustee or to holders of the note, (4) complete within a reasonable time any building or buildings now or at any time in pricess of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (b) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, Inglutung 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 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 holders of the notes, each 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies to eless than ten days prior to the respective dates of expiration.

4. Case of default therein. Trustee or the holders of the note may, but need not, make full ortizal payments of priorigal or interest on prior encumbrances, if an , a diputchase, dischage, compromise or settle any tax hen or other prior lien or title or claim thereof, or redeem from any tax side or furficiture affecting said premises or contest any tax or assessment. All moneys paid for any of the proposes herein authorized and all expenses paid or incurred in connectural adversability of the more said and on the payable and the here's plus reasonable componentation to Trustee or each matter concerning which action herein authorized and all expenses paid or incurred in connectural adversable and the payable and the payable without notice and with interest thereon at the rate of per annum, but in of Trustee or holders of the mote to protect the mortgaged premises and the here's plus reasonable componentation to Trustee or each matter concerning which action herein authorized may be taken, shall be so much additio

or in the first rock to the state, or (b) who is default shall occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.

7. When the indebtednes shortly secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to forcelose the lieu hereof, the my suit to so celose the lieu hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be pt if or incurred by or on behalf of Trustee or holders of the note for attorneys fees. Trustee sees, appraiser's fees outlays for documentary and expense and expension on the first part of the decree of the particles and summarises and examinations, title instance policies. Turtees verificates, and smill adard entirely of the decree of protuning all so a distract of title, title searches and examinations, title instance policies. Turtees verificates, and smill adard entirely of the decree of the protuct of the state of the protocologies of the note of the protocologies of the note of the protocologies of the protocologies of the note of the protocologies of the note of the protocologies of the note of the note of the protocologies of the note of the note

principal and interest remaining unpaid on the note; fourth, any overplue. Mortgagors, their heirs, legal representatives or assigns, as their rights may appear?

9. Upon, or at any time offer the filing of a bill to foreclose this fix (deed, the court in which such bill is filed may appoint a receiver of and premises, such appointment may be made either before or after sale, without rice, without rice, without receiver of mortgagors at the time of application for such receiver and without regard to the the filing of the solveney of instructions of an interest of application for such receiver and without regard to the time of application for such receiver and without regard to the observed of the no occupied as a homestead or not and the frastee hereinder may be appointed as such receiver. Such receiver shall be a per to collect the retait, souses and profits of said premises during the pendency of such furcelosare suit and, in case of a sale and a deficiency, during by all statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such sections, 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 price or a possession, countral, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receive or apily the net income in his lands in payment in whole or in part of (11) The midebedoms secured hereby, or by any decree foreclosing this trust deed, or any tas special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made print to force sure as left (2) 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 a y defense which would not be good and available to the party interposing same in an action at law upon the note

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 condition of the premises, or a impulsion to the validity of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, not shall rustee be oblighed 1 to received this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or unisotions here notes, o cept in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before "correlated that trust deed and the in thereof by proper instrument upon presentation of statiar", or "define that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any power herein given after maturity thereof, produce and eshibit to Trustee the note, representing that all indebtedness hereby secured as by on paid, which representation Trustee may accept as the without imquiry. Where a release is requested of a successor trustee, such successor auster may accept as the note herein described any note which bears an identification number purporting to be placed thereonly a prior trustee hereunder or mac informs in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the male is the note for the excited any note which may be presented and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the 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 titl

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THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DELD IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY. Axe Trust Officer / Ass't See'y / Ass't Vice Pres.

Liberty Bank 1500 Roosevelt Road Broadview, Il. 60153 FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1208 Laurie Lane

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 533

Burr Ridge, I1, 60521

END OF RECORDED DOCUMENT