

# UNOFFICIAL COPY

Property of Cook

This instrument was prepared by Ronald B. Erickson, St. Paul Federal Savings & Loan Assoc. of Chicago, 6700 W. North Ave., Chicago, Ill. 60635.

25157831

### TRUST DEED AND NOTE

THIS INDENTURE WITNESSETH, that the undersigned as Grantors, of Oak Park, County of Cook, and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to the Grantee, ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois, to wit:

Lot 2 in Block C in Carson's 2nd Addition to Oak Park, being a Subdivision of the East half of Block 1 all of Blocks 2,3,4 in L, and W. F. Reynold's Columbian Avenue Addition to Oak Park, a Subdivision of Lots 1,2,3 in Circuit Court Partition of the North half of the South east quarter of Section 6 and the Northwest quarter of the Southwest quarter of Section 5, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, IL.

hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois.

In trust nevertheless, for the purpose of securing performance of the following obligation, to wit:

\$18,912.96 Dollars on the 13th day of April, 1979 for value received we promise to pay to the order of ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, the sum of Eighteen Thousand Nine Hundred Twelve & 96/100ths

at the office of the legal holder of this instrument and interest on the balance of principal remaining from time to time unpaid at the rate of 12 per cent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Thirty One & 34/100ths Dollars on the 20th day of April, 1979, and One Hundred Thirty One & 34/100ths Dollars on the 20th day of each and every month thereafter until said 12 per cent per annum is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day of April, 1979.

all such payments on account of the indebtedness evidenced by this Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date of payment thereof, at the rate of seven per cent per annum.

GRANTORS agree and covenant to pay said indebtedness and the interest thereon, as herein provided; and to pay all taxes and assessments upon said property when due; to keep the buildings thereon insured to their full insurable value, and to promptly repair or restore, or rebuild any buildings now or hereafter on the property which may become damaged or be destroyed; to pay all prior incumbrances and the interest thereon as the same may become due; and to keep the property tenantable as in good repair and free of liens.

IN THE EVENT of failure of Grantors to pay the taxes or assessments, or to so insure or to pay the prior incumbrances or the interest thereon when due, Grantee may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said property, or pay all prior incumbrances and the interest thereon from time to time as such becomes due; and all money so paid, the Grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid agreements or covenants the whole of said indebtedness, including principal and all earned interest shall, at the option of Grantee, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantors that all expenses or disbursements paid or incurred in behalf of Grantee in connection with the foreclosure hereof - including but not limited to, reasonable attorneys fees, court costs, court reporters fees, publication expenses, title costs - shall be paid by Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Grantee, as Trustee, or the holder of the indebtedness hereunder may be a party, shall also be paid by the Grantors. All such expenses or disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings. The Grantors, for said Grantors, and for the heirs, executors, administrators and assigns of said Grantors, waive all rights to possession of, and income from, said property pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to said Grantors, or to any party claiming under said Grantors, appoint a receiver to take possession or charge of said property with power to collect the rents, issues and profits of said property.

IN THE EVENT of the inability or removal of the Trustee to act, or of its refusal or failure to act, then the acting Recorder of Deeds of Cook County, is hereby appointed to be the successor in this Trust. And when all the aforesaid covenants and agreements are performed, the Trustee, or its successor in trust, shall release the promises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 13th day of September, 1979.

(SEAL) Mark D. Behan (SEAL)  
(SEAL) Helen J. Behan (SEAL)

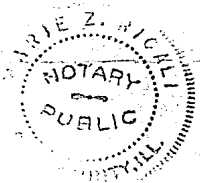
Property of Cook County Clerk's Office

STATE OF Illinois  
Cook County, <sup>ss</sup>

Marie B. Rigali  
a Notary Public, in and for, and residing in said County, in the State aforesaid,  
do hereby certify that Mark D. Behan and Helen J. Behan,  
his wife,

personally known to me to be the same person whose name(s) are  
subscribed to the foregoing Instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said Instrument as  
their free and voluntary act for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 15th  
day of September, A.D. 1979  
Marie B. Rigali  
Notary Public.



My Commission expires 8-29 1980

SEP 21 1979 12 43

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

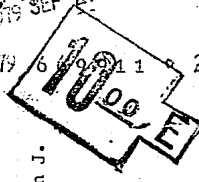
SEP-21-79 6 25157831 A - Rec 10.00

Trust Deed and Note

TO

HIP Loan No.: 32212-1

Behan, Mark D. and Helen J.  
846 N. Linden  
Oak Park, IL 60302



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