

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

**TRUST DEED (ILLINOIS)**  
For Use With Note Form 1448  
(Monthly Payments Including Interest)

FORM NO. 206  
April, 1980

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made August 13, 1983, between John Sanders and Cynthia Sanders, his wife

1430 S. 20th Ave., Maywood, IL 60153  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and

Albany Bank & Trust Co. N. A.

3400 West Lawrence Ave., Chicago, IL 60625  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of Nine Thousand Nine Hundred Ninety and 72/100

Dollars, and interest from August 13, 1983 on the balance of principal remaining from time to time unpaid at the rate of 15.50 per cent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Thirty Eight and 76/100 Dollars on the 13th day of October, 1983, and One Hundred Thirty Eight and 76/100 Dollars on the 13th day of each and every 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 13th day of September, 1989, all such payments on account of the indebtedness evidenced by said 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 for payment thereof, at the rate of 15.50 per cent per annum, and all such payments being made payable at Albany Bank & Trust Co. N. A. or at such other place as the legal holder of the note may, from time to time, in writing, designate, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentation for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and this 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 whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Maywood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The N. 4 of Lot 4 (except the N. 35 feet thereof) & the N. 10 feet of the S. 4 of Lot 4 in Block 5 in the 4 addition to Broadview Estates in the W. 4 of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, 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, 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 rents, issues and profits are pledged primarily and/or in part with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises into the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: John Sanders and Cynthia Sanders

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

(Seal)

*John Sanders* (Seal)

(Seal)

*Cynthia Sanders* (Seal)

State of Illinois, County of Cook, ss., I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that John Sanders and Cynthia Sanders, his wife

IMPERSONATELY, personally known to me to be the same person as whose name is subscribed to the foregoing instrument,

REPRESENTED to me that he or she appeared before me this day in person, and acknowledged that John Sanders 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 official seal, this 13th day of August, 1983.

Commissioner of Notary Public, JEANETTE SINGER, ALBANY BANK & TRUST COMPANY N. A., Notary Public

This instrument was prepared by ALBANY BANK & TRUST CO. N. A., 3400 WEST LAWRENCE AVE., NAME AND ADDRESS, CHICAGO, IL 60625

Mail this instrument to 10-15820, (CITY), 155, (STATE), (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 26738970

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**IMPORTANT** FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED IS PLACED FOR RECORD.

17. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obliged to record its Trust Deed or to exercise any power exercisable by the trustee, unless expressly directed by the terms hereof, notwithstanding that it may require any acts of omission or misconduct on his own part negligence given notice for such acts or omissions.

11. Trisectors or the holdovers of this note shall have the right to inspect the premises at all reasonable times and access thereto shall be per-

10. No action for the infringement of the title of this Trust Deed or of any provision hereof shall be brought until the subject to any defense which would not correct, provided such application is made prior to three months after (a) the commencement of the action and (b) the

7. When the imbedded rates, net of the charge for the cash back become due, whether by the terms of the note or by acceleration or otherwise, the holder may require payment of the principal amount due plus interest accrued thereon from the date of the note at the rate of interest specified in the note or at the rate of interest specified in the note if the rate specified in the note is less than the rate specified in the note, plus any other amounts due under the note.

The election of one model, say each term of the president, and without notice to the trustee, Decree in this trust, creates a general and perpetual power in the manager to make such changes as may be necessary for the better management of the property.

5. The Trustee of the Note hereby certifies that the validity of any tax, assessment, sale, forfeiture or claim hereto, excepting any which may do otherwise, is subject to the accuracy of taxes or assessments, may do

available who will notice and advise you of the precise or holders of title to the note shall never be considered as a

enrichment activities and programmes of centres and units of assessment and test any of the processes described above for any purpose.

4. In case of difficulties to export, shall deliver its part of payment of credit or advance to each holder of bills of exchange or bills of lading, make full payment of principal or interest on bills of exchange or bills of lading, and shall pay all expenses of collection.

3. **Motivation**: self belief, keep the will to succeed and improve movements now by setting realistic goals for the next step.

2. Mortgagors shall pay before any penalty attaches all general taxes, and other charges against the premises which due, and shall, upon written notice, furnish to trustee or to holders of notes in full under circumstances described below.

emissions and methane in the process of decarbonisation is required to allow for substantial reductions of greenhouse gases.

**HIS TRUST DEED) AND WHICH FORMS A PART OF THE TRUST DEED WHICH**  
**ALLEGES THAT PREMISES SHALL IN GOOD CONDITION AND REPAIR, WITHOUT BREACH, DAMAGE OR DEFECT, BE DELIVERED OR BY THE LEASED PREMISES (4) PROMPTLY**  
**REBUILT AND REPAIRS MADE TO THE LEASED PREMISES WHICH MAY BE REQUIRED FOR THE REPAIR AND RESTORATION OF THE LEASED PREMISES (3) KEEP THE LEASED PREMISES (4) IN A**  
**GOOD STATE OF REPAIR, EXCEPT AS PROVIDED IN THE LEASE AGREEMENT, AND THAT THE LEASED PREMISES (4) WILL NOT BE SUBJECT TO ANY**

**END OF RECORDED DOCUMENT**