

# UNOFFICIAL COPY

TRUST DEED

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*Official Business  
Village of Oak Park  
R.L.N.*

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 21, 1983, between Michael A. Painter and Sandra K. Painter of the Village of Oak Park, Cook County of Illinois, herein referred to as "Mortgagors," and Avenue Bank and Trust Company of Oak Park an Illinois corporation, doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 SIX THOUSAND TWO HUNDRED SEVENTY AND NO/100 (\$6270.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum no interest except as herein provided as follows: the principal shall be payable in full upon the earliest of the following occurrences or date:

1. the conveyance or transfer of any interest in the following described real estate by the mortgagor;
2. the conveyance or transfer of any interest in the following described real estate by the estate of the mortgagor;
3. November 21, 2012.

provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents COVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS to wit:

The North 37 1/2 feet of Lot 7 in Block 2 in Hooker's Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No: 16-05-306-028

101-584 9640

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Commonly known as: 823 N. Humphrey Avenue  
Oak Park, IL

**NOTARY CLERK'S OFFICE**  
**CALL**  
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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 primarily and on a parity with said real estate and not secondarily), and all contents, 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 coverings, inador beds, awnings, ovens 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 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 hand and seal of Mortgagors the day and year first above written.

*Michael A. Painter* (SEAL) *Sandra K. Painter* (SEAL)  
Michael A. Painter Sandra K. Painter  
(SEAL) (SEAL)

STATE OF ILLINOIS

*FRANK C. PAUND*

County of Cook

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL A. and SANDRA K. PAINTER

This instrument was prepared by:  
Richard A. Martens  
1 Village Hall Plaza  
Oak Park, IL 60302

who was personally known to me to be the same person S whose name is on subscribed to the foregoing Instrument, appeared before me this 21st day in person and acknowledged that she signed, sealed and delivered the said Instrument as her 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 21st day of November, A.D. 1983

EXHIBIT A MY COMMISSION EXPIRES MAY 1984

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvement 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... (4) complete within a reasonable time any building or buildings now or hereafter 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) make no material alterations in said premises except as required by law or municipal ordinance.

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16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accept rate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

17. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, accruing any interest in or title to the premises subsequent to the date of this trust deed.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 3288 AVENUE Bank and Trust Company of Oak Park, as Trustee. By [Signature] Vice President Trust Officer

NAME Richard A. Martens STREET 1 Village Hall Plaza CITY Oak Park, IL 60302

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 828 N. Humphrey Oak Park, Illinois

END OF RECORDED DOCUMENT