

# UNOFFICIAL COPY

TRUST DEED

"OFFICIAL BUSINESS" 85066309  
VILLAGE OF OAK PARK  
THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 6, 1985, between William F. Dueillo and Annie May Dueillo, as joint tenants  
of the village of Oak Park County of Cook  
State 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 Six Hundred and 00/100 (\$6,600.00)---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. May 6, 2014.

provided that the principal 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~~, the Finance Director, 1 Village Hall Plaza, Oak Park, IL 60302

NOT 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, 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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of the easements, rights, title and interest therein, situate, lying and being in the

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

LOT 31 IN BLOCK 3 IN ELLIS AND CHAMBERLAIN'S SUBDIVISION OF THE NORTH WEST 1/4 OF LOT 6 IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTH WEST 1/4 THEREOF) IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax # 16-18-411-009 R<sup>2</sup>

Commonly known as: 1034 S. East Avenue  
Oak Park, IL 60304

DEPT-09  
T#1111 TRAN 1320 0619/85 11-07-00  
#6678 F-11-05-066309 \$0.00

"OFFICIAL BUSINESS"  
VILLAGE OF OAK PARK

which, with its property hereinabove described, is referred to herein as the "premises."

TOGETHER with all improvements, fixtures, 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 then secondarily), and all apparatus, equipment or articles now or hereafter thereon used or supplied, heat, gas, air conditioning, water, light, power, refrigeration (to either single units or central), controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, evenings, stoves, 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 hereinafter 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 taxes 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.

William F. Dueillo (SEAL) Annie May Dueillo (SEAL)  
William F. Dueillo Annie May Dueillo  
(SEAL) (SEAL)

STATE OF ILLINOIS

ss

County of Cook

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

tenants

who are personally known to me to be the same persons whose names 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 1st day of May A.D. 1985

Frank P. Pond

Notary Public

EXHIBIT A

MY COMMISSION EXPIRES MAY 9, 1983

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THE CONDITIONS, CONDITIONS AND PROVISIONS REFERRED TO IN PART I, THE EAST SIDE OF THIS PLAN ARE PLEASANTLY REINFORCED.

3. Mortgagors shall fully promptly repair defects or nonconformities within 30 days of implementation notice or hereinafter on the premises which may become damaged or be destroyed, and pay all costs in connection therewith, including attorney's fees and other reasonable expenses for loss and expense arising from such damage or destruction.

12. Upon a default by the mortgagor which is not cured by a like cure of 30 days as aforesaid, the holder of the note, and upon request, exhibit sufficient evidence of the discharge of such prior notice, or failure prior to the holder of the note, to cause or to cause to be caused within a reasonable time any building or buildings now or at any time in process of erection upon said premises, shall complete all such requirements of law as might be imposed by law with respect to the premises and the use thereof, for use as a dwelling, alterations, and such other purposes as may be specified in the original instrument.

2. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may become liable to impose.

**Foreclosed Mortgages** shall pay in full under protest, in the manner provided by statute, and has an assessment which mortgagee may make to cover:

1. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or explosion under a policy providing for payment by the insurance company of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness represented by the note, all in amounts satisfactory to the holder of the note, under such conditions as the holder of the note may require, and shall pay the premium therefor to the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to the note, and in case of cancellation of such insurance, 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 one payment or prepay any or all hereinafter required of Mortgagors in full and manner herein described, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compose or settle and satisfy all other prior liens or title or claim thereto, or redeem from any tax sale or foreclosure affecting said premises or certain any lessor estates. All amounts so paid by Trustee or held by it as expenses of administration in connection therewith, shall be added to the amount of the note so advanced by Trustee or the holders of the note to protect the security herein created and the holder(s) of this note, in addition to principal, composition to Trustee for each month, according to which edition herein authorized may be taken, shall be no much additional indebtedness secured hereby and shall become immediately due and payable when a notice is given with interest thereon at the then highest rate permitted by law. In action of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them by account of any default by holder or the party of Mortgagors.

3. The Trustee as the holder of the note hereby, secured making any payment herein authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

On the maturity date, or thereafter, the sum or part of claim thereof.

When an indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit or action on the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by reason of trustee or holders of the note or attorneys' fees, appraiser's fees, costs for documentary and expert evidence, attorney's charges, publication, collection and other costs which may be estimated to be items to be expended after entry of the decree of procuring all such abstracts of title, title abstracts, surveys, plans, guarantees, affidavits, titles, Torrens certificates, and similar data and assurances with respect to title as trustee or holders of the note may deem to be reasonably necessary even to procure a judgment or to evidence to judgment as may be had pursuant to such decree the true condition of the title to the property of the parties. All expenses and costs of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and included in the amount due and payable, with interest thereon, from the date of the decree of foreclosure or sale, to the date of payment.

8. The proceeds of any foreclosure sale, including all expenses as are mentioned in the preceding paragraph hereto, second, all other items which under the terms herein constitute accrued or accrued additional to the amount paid by him in connection therewith herein provided; third, all principal and interest remaining unpaid when

On, upon, or at any time after the filing of a bill in foreclosure suit, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors, at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be no redemption or not, as well as during and further, even when Mortgagors, have for the protection of such receiver, been 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 rents, issues and profits in whole or in part to the payment of interest accrued heretofore, or by any decree justifying this trust deed; or any other special assessment or other lien which may be or become superior to the same by the action of such decree, provided such application be made prior to foreclosure sale; (2) the def-

10. No action for the enforcement of the term or of any provision hereof shall be subject to any defense which could not be made and available to the party asserting it 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 condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise

13. Trustee shall release this trust deed and the lien thereof by proper instruments upon presentation of satisfactory evidence that all indebtedness secured by this

13. Trustee shall release this trust note and the lien thereon by proper instrument upon presentation of satisfaction evidence 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 person who shall, either before or after maturity thereof, make a cash payment to Trustee the amount representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry, where a release is requested by a successor trustee. Such successor trustee may accept as the genuine note herein described any note which bears a certificate of denunciation purporting to be executed by a prior trustee, hereunder, which conforms in substance to 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 executed a certificate on its instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance to the description herein contained of the note 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 Register or Registers of Title, in which this instrument shall have been recorded or filed, in case of the resignation of trustee, or if referred to in the Act of Trustee, then Next-Door Dred of the court, in which the premises are situated shall be successor in Trust, and Successor in Trust hereinafter shall have all the identical title, powers and authority as are herein given to trustee, and a Trustee or successor shall be entitled to reasonable compensation for all services performed hereunder.

15. This Trust Deed and all instruments made shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include both such persons and all persons liable for the payment of the indebtedness or in part thereof, whether or not such persons shall have executed the said written Trust Deed.

116 Without the joint written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagee shall not commence or execute or cause to be made or to be taken by him or them in respect of this instrument or any part thereof, without the written consent of the holder or holders of the note secured hereby.

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

\*(7) keep the premises fully repaired and in compliance with the Code of the Village

1 Oak Park, including the provisions regarding land holding, buildings, zoning and planning, and housing.

**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 Identical car on No. 3402

~~AVENUE Bank and Trust Company of Oak Park, as Trustee~~

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T  
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O  
V  
E  
R  
NAME Raymond L. Heise  
Village Attorney  
STREET Village of Oak Park  
One Village Hall Plaza  
CITY Oak Park IL 60302

**FOR RECORDERS INDEX PURPOSES  
ENTER STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE**

1034 S. East Avenue  
Oak Park, IL. 60304