

# UNOFFICIAL COPY

This instrument was prepared by Dennis John Carrara,  
Trust Officer, Oak Park Trust & Savings Bank, Village  
Mall Plaza, Oak Park, Illinois 60301

85071998

**This Indenture**, Made this 28th day of May, 1985,  
between OAK PARK TRUST & SAVINGS BANK, a corporation of Illinois, as trustee under the provisions  
of a deed or deeds in trust duly recorded and delivered to said company in pursuance of a trust agreement dated the  
1st day of November, 1968, and known as Trust Number 5801, party  
of the first part, and Robert T. Nickels and Mary K. Nickels, his wife  
of Cook County, Illinois party of the second part.

**Witnesseth**, That said party of the first part, in consideration of the sum of Ten and no/100 (\$10.00)-- Dollars, and other good and  
valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part,  
as joint tenants with right of survivorship and not as the following real estate, situated in  
Cook County, Illinois, to wit: tenants in common

Lot 16 (except the South 15 feet) and Lot 17 in Block 6 in Lathrops Resubdivision  
of part of Lathrop and Seavern's Addition to River Forest in Section 12, Township  
39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

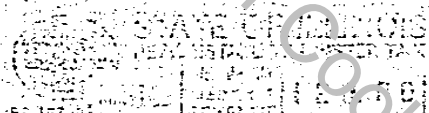


Village of River Forest  
Real Estate Transfer Tax  
\$100



Village of River Forest  
Real Estate Transfer Tax  
\$20

PTN 15-12-103-030 MC  
15-12-103-031



Cook County  
REAL ESTATE TRANSACTION TAX  
\$120.00

together with the tenements and appurtenances thereto belonging.

To Have and to Hold the same unto said party of the second part, and to the proper use, benefit and  
behoof forever of said party of the second part as joint tenants with right of survivorship and  
not as tenants in common

Subject to: General taxes for the year 1984 and subsequent years, special taxes or  
assessment for improvements not yet completed; building lines and building and liquor  
restrictions of record; zoning and building ordinances; roads and highways, if any;  
private, public and utility easements of record; party wall rights and agreements,  
if any; covenants, conditions and restrictions of record (none of which provide for  
reverter), if any.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said  
trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above  
mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in  
the office of the Recorder of Deeds of said county given to secure the payment of money, and  
remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has  
caused its name to be signed to these presents by its Vice-President and attested by its Secretary, the day and year  
first above written.

OAK PARK TRUST & SAVINGS BANK.

As Trustee as aforesaid,

By Dennis John Carrara Vice-President.

Attest: Dennis John Carrara Assistant Secretary.

Grantee's Address:  
1102 Monroe  
River Forest, Ill. 60305

Property Address:  
711 Park Avenue  
River Forest, Ill. 60305

85071998

Property of Cook County Clerk

30 :

JUL 24 1993 • 85571993 • A — Rec

11.00

11.00

Notary Public.

Margaret O'Donnell

A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Frederick L. Henderson Vice-President of the OAK PARK TRUST & SAVINGS BANK, and

**Dennis John Carrera**

## Fast Forward!

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-Presidents and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument, as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this..... day

June 19 85

*Theresa D. Farrell*  
Notary Public.

11-11-11

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# OAK PARK TRUST & SAVINGS BANK

As Trustee under Trust Agreement  
TO

COMMUNITY TITLE GUARANTY COMPANY

459 East Lake Street  
Addison, Illinois 60101  
(312) 934-7932

COMMUNITY TITLE EXAMINER COMPANY

450 East Lake Street  
Addicks, Illinois 60101  
(312) 834-7832

**OAK PARK TRUST & SAVINGS BANK**

Lake and Marion  
OAK PARK

**TRE 11**



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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider  
☐ Graduated Payment Rider ☐ Planned Unit Development Rider  
☒ Other(s) [specify] MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Robert T. Nickels (Seal)  
ROBERT T. NICKELS —Borrower

X Mary E. Nickels (Seal)  
MARY E. NICKELS —Borrower

(Seal)  
—Borrower

(Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, ..... DUPAGE ..... County ss:

I, ..... DONALD T. ST. HILAIRE ..... a Notary Public in and for said county and state,  
do hereby certify that ..... ROBERT T. NICKELS and MARY E. NICKELS ..... HIS WIFE .....  
..... personally known to me to be the same person(s) whose name(s) .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .....  
signed and delivered the said instrument as ..... THEIR ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this ..... 14 ..... day of ..... May ..... 1985  
My Commission expires: 4/26/88

Donald T. St. Hilaire  
Notary Public

MAIL TO  
Box 156

COMMUNITY TITLE GUARANTY COMPANY  
450 East Lake Street  
Addison, Illinois 60101  
(312) 834-7832



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