## UNOFFICIAL COPY 7 5 86497975

TRUST DEED

## THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made and not remarrie				
and not remarried	October 6,	1986, between	Rosalind Larsen, d	ivorced
of the Village	d of Oak Par	k Co	unty of Caok	
State of Illinois	herein referred to as "Mortgi	gors," and Avenue Bank	and Trust Company of Oak Park	an Illinois
corporation doing busine	ss in Oak Park, Illinois, here	in referred to as TRU	STEE, witnesseth:	ara bara
instructions in the main instruction in the main instruction in the in	lorigagors are justly indebted gal holder or holders being her	s to the legal holder of	r notgers of the instalment M lers of the Note, in the princip	al sum of
TWELVE THOUSAND	DOLLARS and NO/100	(\$12 000)		Dollars,
evidenced by one certain	lastalment Note of the Mortg	gagors of even date he	rewith, made payable to 聚除	
and delivered, in and b	y which said Note the Mortga	The Village of	he said principal sum and ince	rest from
January 1, 198	87 on the balance of	f principal remaining t	from time to time unpaid at th	e rate of
five (5) per cent p	per annum in instalments as f	ollows: NINETY-FO	OUR and 90/100 (\$94	.90)
Dollars or more on	the 1st day of J	nnuary	1987 and NINETY-FOR	JR and
00/100 (00/ 00)		-		
	Dollars or mos			hereafter shall be
due on the 1st (a)	of December,	2001. All su	ch payments on account of th	e indebt-
	d note to be first applied to			
	at he principal of each insta by law and all of said princi			
or trust company as the	holders of the note may, fro	m time to time, in wr	iting appoint, and in absence	of such
appointment, then at the of	ffice of A. of MANAGEMENT AND TRUSH 1811 Plaza O. Park IL. agora to secure the ayment of the haid prin	KANDARA NE KANDARA PORTE	BUX PARKARHAGEX the Fine	nce
DIFECTOR 1 VIFIAGE F NOW, THEREFORE, the Marigi tions of this trust deed and the perfe	1811 F1828. U.S. F8FK, 12.  Agora to secure the symmit of the haid prin  commone of the cover but and agreements but	Cipal sum of money and said interests contained, by the Montageors	est in accordance with the terms, plovisions to be performed, and also in consideration of	and limits-
One Dullar in hand paid, the seces following described Rust Estate and	primance of the cover into and agreements here or whereof is hereby arthomisedged, do by the all of their sectors, right, file and interest the	were presents CONVEY and WAR. wrein, situate, lying and being in	RANT unto the Trumer, its successors and the	assigns, the
COUNTY OF COOK		TATE OF ILLINOIS, to wit:		
	4			or.
7				<u>ن</u>
Lot 33 in J.	Czmock's Subdivisonwest 1/4 of Section	on of 10 acres	in the West 1/2	
	Third Principal Men		os worch, kange 13	77
		4		86497975
Pe	ermanent Tax NO:	16-05-319-036	K	33
Co	mmonly known as:	615 Frest Av	enue	
	•	Oak Park, 1L.	60302	
•			"EFT-09 MISC. 1#3332 TRAN 5232 10/24/6	\$0
		. (7)	71961 # A	6 13:53:0 9797
		()	100K COUNTY RECORDER	४ १४:5३:0 <b>७७७</b>
			24961 # A # # # # # # # # # # # # # # # # #	<b>₽7:53:0</b>
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## 7) keep the premises fully repaired and in compliance with the Zoning Ordinance, Building Code, and Code of the Village City with lack, including the profisions to housing, health, a fair housing mafter 12 common and more accounts to the compliance of the Village City with the profisions to housing the lack of the compliance of the profisions of the profisions of the compliance with the Zoning Ordinance, Building Code, and Code of the Village City with the profisions of the Village City with the profisions of the Village City with the Compliance with the Zoning Ordinance, Building Code, and Code of the Village City with the profisions to housing the lack of the Village City with the profisions of the Village City with the Vill

- 2 Mortgagers shall (i) promptly tepast, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed.

  12 mary said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien mor expressly submidinated to the lien hereaft.

  13) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereoft, and upon request exhibit satisfactory evidence of the role. (i) complete within a reasonable time any building of buildings now are at any time execution upon said premises. (3) comply with all requirements of law or muricipal ordinances with respect to the premises and the use thereoft. (6) make no material alternations in said premises except da required by loss or municipal ordinances.
- 2. Morgagors shall pay before any penalty attaches oil general takes, and shall pay special rakes, special assessments, water charges, sewer service charges, and shall pay in formally attaches of the note duplicate receipts therefor. To prevent default rakes against the premises when due, and shall, upon witten request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default rander Marigagors shall pay in full under protest, in the manner provided by statute, any tax of all residents which Morgagors was desire to concest.
- heremoder Nortgagors shall heep all buildings and improvements now or becedite autuated on shall premises insured against less or demage by live, lightning or binderers under policies previding for payment by the insutance companies of moneys sufficient wither to pay the cost of replating or repairing the same or to pay in full the infebruadness secured hereby, all in companies accustances to the holders of the nore, under insusance policies payable, in case of loss or demage, to Trustee (or the bonets of the nore, such sight as to evidenced by the standard mortgage clause to be surached to each policies, and shall deliver all policies, including additions and represel policies, to holders of the nore, and sight as to evidenced by the standard mortgage clause to be surached to each policies, and shall deliver all policies, including additions and represel policies, to holders of the note, and in case of ansurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dairs of
- 4. In case of default therein, Truscee or the holders of the note may, but need not, make any payment or perform any act itereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior excumbrances, if any, and parthage, compromise or settle any tab lien or sider prior lien or title or assessment. All maneys poid for any of the purposes herein authorized and all expenses paid or incurred in connection there is, including afterneys fees, and any other manes paid or incurred in connection there is, including afterneys fees, and any other manes paid or incurred in connection there is, including afterneys fees, and any other manes paid or incurred in connection there is authorized any be taken, shall be as much additional independence and shall become immediately due and plus able without notice and with interest thereon in the then highest rate permitted by law. In accion of Trustee or holders of the note shall never be considered on a waver of any right accounts.
- 5. The Trustee or the halders of the note hereby secured making any payment hereby authorized relating to taxes of assessments, way do no according to may bill, attatement of estimate produced from the appropriate public office without inquiry and the accuracy of such bill, statement of estimate or into the validity of any tax, assessment, sale, forfecture, raw lies no rather or later thereof.
- 6. Margagors shall pay each item of indebtedness herein mentioned, both principal and incerear, when due according to the terms hereof. At the option of the holders he cover, and without motice to Morgagors, all unpoid indebtedness accuracy by this Trust Deed shall, norwith sanding anything in the note or in this Trust Deed or the start, because due and payable is inseed users; in the case of default in making payable is any installment of principal or interest on the note, or (b) when default shall use and continue for these days in the performance of any other agreement of the Morgagors herein contained.
- ". Then the indebre area hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the zight in furcions the lists hereof, in any said to breclose the lists hereof, there shall be allowed and included as additional indebtedness in the decree for said expenditures and expense which may be paid or and included by or on behalf of Trustee or holders of the note for accordance the graphers' charges, publicative comes and course (which may be resumment in a memor to be expended direct entry of the decree of proteining all such abstracts of still, rists examination guarantee policies. Tarrens certalicates, and similar data and assurances with respect to terie as Trustee or holders of the note may deem to be reasonably necessary either it prisecure such suit or to evidence to biders at any sale which may be had pustament to the decree the true condition of the title to or the value of the parmises. All there is uses and expenses of the nature in this paragraph mentioned shall become an much additional indebtedness accord hereby and immediately due and payable, with inverted hereon at the then highest rate permitted by law, when paid on incurred by Trustee or holders of the note in connections with (e) any passeeding, including probate or; but draptey proceedings, to which either of them shall be a party, either a plaintiff, claimant or defendent, by reason of this trust deed on any subbredness hereby according to the note in highest deed not be reported as hereby and the order on the theory and the forections whether or not actually commended, or (c) preparation in the defense of any threatened suit on proceeding which might offer the premittee with a security beautiff, whether in not actually commended, or (c) preparation in the defense of any threatened suit on proceeding which might offer the premittee with a security beautiff, whether or not actually commended.
- B. The proceeds of any foreclosure rate of the premises shall be distributed and applied in the following order of priority: First, on account of all coats and expenses incident is the foreclosure proceedings, and only of the premises as are mentioned in the preceding paragraph hereof; second, old other atems which under the terms hereof constitute secured indebtedness additional to be evidenced by the note, with interest thereon as herein provided; third, all principal and interest tempining unpaid on the once, fourth, and overplus to Mortgagory, third, neits, legal representatives or assigns, as their tights may appear.
- mee, fourth, any overplus to Mortgagors, this, neirs, legal representatives or assigns, as their rights may appears.

  9. Upon, or at any time after the filing of g ail to foreclose this trust deed, the court in which such bill is filed may appears a receiver of said gremions. Such appears may be made either before or after sale so in a notice, surhout regard to the solvence of interpretations in the time of application for such receiver and without regard to the solvence of interpretations on the time of application for such receiver and without regard to the new solvence of the premises or excellent the same shall be then occupied as a homestead or not and the Truster hereunder may be appointed as such receiver solut have pose to collect the tents, used and profits and trung the prindency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of tedespoints, neith, there be redemption or not, as well as during any further times when Mortgagors, except for the interpretation, possession, control, management and operation of the promises during the whole of said period. The Court from time to time may authorize the receiver to apply the net into me in his hands in planment in whole or in pair to (i). The indebtedness secured hereby, or by any decree foreclosing this trait deed, or any tax, special assessment or other lien which may be or become superior to the lien of of such decree, provided such application is made prior on to tested out of the professional and deficiency.

  10. No section for the professional and any accurational control as also and deficiency.
- 10. No action for the enforcement of the lien or of any provision of shall be subject to any defense which would not be good and available to the party interposing me in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect if e premiurs at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no ducy to examine the title, location, guistence, of condition of the premises, nor shall Trustee be obligated to record this trust deed of to exercise any power herein given unless expressly obligated by the terms hereof, nor by Lisbie for any acts of countsions becomeder, except in these of its own gross negligence as misconduct or that of the agents or employees of Trustee, and it may require industrials satisfactory to it before exercising any power herein given.
- is a first that the persons are inspired to a first the second of the se
- 14. Truster may resign by instrument in writing filed in the office of the Recorder or Registral of Tit'. in which this instrument shall have been recorded or filed, in case of the reaignation, inability or refusal to act of Truster, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical sitle, powers and sutherity as are herein giv v. Truster, and any Trustee or successor shall be existed to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Morrgagors and all revisions hereof, shall extend to and setgagors' when used herein shall include all such persons and all persons liable for the payment of the index idness or any part thereof, whether at not such persons in above executed the note or this Trust Deed.
- 16. Without the prior existen concent of the holder or holders of the note secured hereby, the Morigor and Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accilerate the entire ampaid principal balance as gravided in the note for breach of this coverant and no delay in such election after actual or constructive makes of such breach shall be construed as a waiver of or acquisecence 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 rehalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.
- At the election of the Holder of the Note, and without notice, the principal amount remaining unpaid on the Note, together with accrued interest thereon, shall become at once due and payable at the place of payment in the event , or those succeeding to (his/her/their) interest, directly or indirectly, transfers, assigns, conveys, or contracts to convey any interest in the premises of the beneficial interest in the Mortgagor.

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 fastalment Nate mentioned in the within Trust Deed has been identified horowith under identification No. 3797 rich under Idantification No. 🗻 AVENUE Beak and True: Company of Oak Park, on Truster. Vice President Trust Offices

D 1	NAME	Raymond L. Heise		
E LT	TREET	1 Village Hall Plaza		
10. V:	CITY	Oak Park, IL 60302		

E

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FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 615 Forest Avenue

Qak.	Park.	IL.	50302	