

UNOFFICIAL COPY OF OAK PARK

THE ABOVE PAGE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 21, 1986, between Robert Dotto and Kathy M. Dotto, his wife 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 FIFTEEN THOUSAND DOLLARS AND NO/100-----(\$15,000.00)-----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 and interest from July 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9.9 per cent per annum in instalments as follows: One hundred thirty dollars and 53/100

Dollars (\$130.53) on the first day of July 1989 and One hundred thirty

and 53/100 (\$130.53) Dollars or more on the first day of each 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 earlier to occur of the following: 1) Robert Dotto's change of principal residence from 934 N. Belleforte; 2) Robert Dotto's separation from the Village of Oak Park except that if said separation is by reason of Robert Dotto's death and his widow, if any, continuously lives on the premises, from and after his death, this condition shall not apply; 3) June 1, 1998; or 4) sale or transfer of any interest in 934 N. Belleforte Oak Park, Illinois

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the 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, 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 their estate, right, title and interest therein, situate, lying and being in the

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 11 (except the North 71 feet thereof) in Block 2 in subdivision of the South 22 1/2 acres of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 16-06-122-005 H.W. DEPT-09 MISC. \$0.80
Commonly Known As: 934 N. Belleforte Oak Park, Illinois 60302
T#0333 TRAN 5684 06/20/86 14:29:00
#9399 #A *84-253539
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all taxes, issues and penalties thereon 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 as a lien) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration to heat or single units or centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, lawns, beds, awnings, 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 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 s and seal s of Mortgagors the day and year first above written. Robert L. Dotto (SEAL) Kathy M. Dotto, his wife (SEAL) NO CHARGE WITH CALL

STATE OF ILLINOIS 1. Lillian Catala 55 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cook County Robert Dotto and Kathy M. Dotto, his wife

This instrument was prepared by: Raymond L. Heise 1 Village Hall Plaza Oak Park, IL 60302 whereof, personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered 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 21st day of April A.D. 1986 Lillian Catala Notary Public

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1. Mortgages shall be properly recorded... 2. Mortgages shall pay in full... 3. Mortgages shall keep all buildings... 4. In case of default... 5. The Trustee... 6. Mortgages shall pay each item... 7. When the indebtedness... 8. The proceeds of any foreclosure... 9. Upon or at any time... 10. No action for the enforcement... 11. Trustee of the holders... 12. Trustee has no duty... 13. Trustee shall release... 14. Trustee may design... 15. This Trust Deed... 16. Without the prior... 17. The mortgagor hereby waives...

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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. 3657 AVENUE Bank and Trust Company of Oak Park, Ill. Trustee. By Jeffrey Rankin Vice President Trust Officer

DELIVER NAME Raymond Heise STREET Village of Oak Park & Village Hall Plaza CITY Oak Park, Illinois 60302

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 934 N. Belleforte Oak Park, Illinois 60302