

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 21, 1986, between CAROLYN D. CAVALLI, single, never married, AND LENORE M. CROSS, married to WAYNE N. CROSS

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, a Kansas corporation, hereinafter referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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

FORTY THOUSAND DOLLARS AND NO/100 *****\$40,000.00***** Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of as provided for in instalment note per cent per annum in instalments (including principal and interest) as follows: FIVE HUNDRED

THIRTY-SIX AND 95/100 **(\$536.95)** INTEREST INCLUDED OR MORE Dollars or more on the FIRST day of OCTOBER 1986 and FIVE HUNDRED THIRTY-SIX AND 95/100**(\$536.95)** 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 FIRST day of SEPTEMBER, 1996. 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 rate of as provided for in instalment note per annum, and all of said principal and interest being made payable at such banking house or trust company in HIGHWOOD Illinois, 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 BANK OF HIGHWOOD in said City.

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: VILLAGE OF OAK PARK

LOT 18 IN BLOCK 5 IN S.T. GUNDERSON AND SONS ADDITION TO OAK PARK AND SUBDIVISION OF EAST 1/2 OF LOT 4 IN SUBDIVISION OF SECTION 18, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT WEST 1/2 OF SOUTH WEST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

12.00

834 S. Gunderson Ave.
14-18-230-011 Sh.

THIS INSTRUMENT WAS PREPARED BY:
PATRICIA J. BETCHER
BANK OF HIGHWOOD
20 HIGHWOOD AVE. HIGHWOOD, IL.

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 apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 and seal of Mortgagors the day and year first above written.

Carolyn D. Cavalli | SEAL | Lenore M. Cross | SEAL |
CAROLYN D. CAVALLI | SEAL | LENORE M. CROSS | SEAL |

STATE OF ILLINOIS,

I, PATRICIA J. BETCHER

County of LAKE

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT CAROLYN D. CAVALLI AND LENORE M. CROSS

who ARE 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21ST day of AUGUST 1986.

Notarial Seal

Notary Public

AUG 26 '86 70-74-224 DF

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THIS RIDER is attached and forms an integral part of the INDENTURE (Trust Deed) made AUGUST 21, 1986 between CAROLYN D. CAVALLO AND LENORE M. CROSS herein referred to as "Mortgagors", and D.A. GRECO herein referred to as TRUSTEE, witnesseth:

6. Upon the occurrence of a default in the performance of the terms and provisions of this Note, or the terms and provisions of the Trust Deed securing same, the Holder is hereby authorized, at any time and from time to time, without notice to the undersigned, or to any other person, any such notice being hereby expressly waived, to set off, appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by Holder to or for the credit or the account of the undersigned against and on account of any obligations and liabilities of the undersigned hereunder, although said obligations and liabilities, or any of them, shall be contingent or unmatured.

17. Mortgagors will not voluntarily create, or otherwise permit to be created or filed against the premises conveyed hereby any other Deed or Trust or mortgage lien or other lien or liens inferior or superior to this Trust Deed, and further agree to keep and maintain the same free from claims of all persons supplying labor or materials in connection with any construction upon the property and the failure of Mortgagors to perform these covenants or any part thereof, shall constitute an event of default hereunder.

18. If all or any part of the premises or an interest therein is sold or transferred by Mortgagors without the prior written consent of the Holder of the Note, then and in that event, the holder of the Note may, at its option, declare all the sums secured by this Trust Deed to be immediately due and payable. For purposes of this paragraph, the term "sold or transferred" shall include, by way of description, and not limitation, the following: (a) Instalment Agreement for Deed; (b) A transfer into a land trust; (c) A transfer of Beneficial interest in a land trust; (d) The grant of any leasehold interest with an option to purchase; and (f) The grant of any leasehold interest for a period in excess of three (3) years.

19. The entire indebtedness hereby secured shall, at the election of the Holder of the Note, become immediately due and payable without notice to the Mortgagors or anyone claiming by, through or under Mortgagors, and thereupon the Trustee shall have the right, among others, to foreclose this Trust Deed, upon the happening of any one or more of the following: (a) The Mortgagors fail to pay any sum of principal or interest required to be paid herein or in the Note secured hereby within twenty (20) days after the due date thereof; (b) The Mortgagors fail to pay on demand the amount of any costs of the Holder of the Note, or the Mortgagors, with interest thereon, secured by this Trust Deed; (c) Any party liable for any indebtedness secured hereby files a voluntary petition in bankruptcy or makes an assignment for the benefit of any creditor or is declared bankrupt or insolvent; (d) The premises or any part thereof are placed under the control of any court; (e) In the event of the actual demolition or removal of any building now or hereafter located upon the premises; (f) On the failure of the Mortgagors to permit the Holder of the Note or its representative to examine the premises at any reasonable time; (g) If the Mortgagors shall do or suffer any act or thing which would impair the security of the mortgage debt or the lien of the Trustee upon the premises or the rents therefrom; (h) In the event that the Mortgagors fail to obtain the required insurance covering the premises; (i) In the event of the demolition or construction in whole or in part of any of the fixtures covered hereby, unless the same are promptly replaced with similar fixtures at least equal in quality and condition to those replaced free from security agreements or other encumbrances thereon and free from any reservation of title thereto; (j) Upon the filing in any court of competent jurisdiction by the State, Municipal or Federal government or any department, bureau, agency or instrumentality thereof of any action to acquire, under the power of imminent domain, any estate less than an estate in fee simple in the premises or any part thereof, provided that such action is not dismissed or otherwise rejected within sixty (60) days; (k) In the event the Mortgagors fail to comply with or perform fully any other warranty, covenant, act or agreement required of the Mortgagors herein or in the Note secured hereby within the grace period, if any, specified; and (l) Commencement of any action or proceeding to foreclose any lien upon the premises or any part thereof other than the lien of this Trust Deed, provided that such action or proceeding is not dismissed or bonded within ninety (90) days.

Carolyn D. Cavallo
SIGNATURE
CAROLYN D. CAVALLO

DATE

Lenore M. Cross
SIGNATURE
LENORE M. CROSS

DATE

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Mail to
Bank of Highwood
10 Highwood Ave
Highwood, Ill 60040

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