

# UNOFFICIAL COPY

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 28, 1987, between River Forest State Bank & Trust Company U/T/A #2317 dated April 18, 1978 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 EIGHT THOUSAND FIVE HUNDRED (\$8,500.00) 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 November 30, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10 (ten) per cent per annum in instalments as follows: Two hundred seventy four and 27/100 Dollars or more on the 30th day of November 1987 and Two hundred seventy

four and 27/100 (\$274.27) Dollars or more on the 30th 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 31st day of October 1990. 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 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 Oak Park Employee's Credit Union, 1 Village Hall Plaza, Oak Park, IL

NOW, THEREFORE, the Mortgagors in 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 two (2) North two and ninety hundredths (2.90) feet of Lot three (3) In Block Two (2), in Kent's Subdivision of Blocks Two (2) and Three (3), in Greendale, a Subdivision of the North Forty (40) Acres of the South Sixty (60) Acres of the West half (1/2) of the Southwest Quarter (1/4), (except the North half (1/2) of the Northwest quarter (1/4), of Section 17, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index # 16-17-310-022-0000

Commonly known as: 1003 S. Harvey Oak Park, Illinois

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto in anywise 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/or 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 covering, radiator 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 a 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.

RIVER FOREST STATE BANK AND TRUST COMPANY

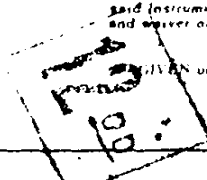
TRUSTEE UNDER TRUST 2317 AND NOT PERSONALLY (SEAL)

BY: [Signature] (SEAL) ATTEST: [Signature] (SEAL)  
 TRUST OFFICER ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS EVELYN C. HOUSENGA,

County of Cook ANN C. GALATHAS, TRUST OFFICER AND DAVID PLOGER, ASST. V.P.

who 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, including the release and waiver of the right of homestead.



WITNESSETH under my hand and Notarial Seal this 20th day of NOVEMBER, A. D. 19 87.

[Signature] Notary Public.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO IN PARAGRAPH 1 OF THIS TRUST DEED

2. Mortgagors shall promptly pay to the Trustee or to the holder of the note, when due, the principal of and interest on the note, and shall pay when due any taxes, assessments, charges, and other charges against the premises when due, and shall, upon written request, furnish to the Trustee or to the holder of the note a statement of estimate of the value of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire, lightning and other risks under policies providing for payment by the insurance companies of losses sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage to the premises of the holder of the note, such rights to be evidenced by the standard mortgage. There shall be no cashed or unexpired policies, and all such policies, including all renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or principal and interest, and purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or receive from any sale or forfeiture affecting said premises or from any other source any moneys which may be paid for or on behalf of the premises herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and all other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the then highest rate permitted by law. In action of Trustee or holder of the note shall never be considered as a waiver of any right existing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holder of the note hereby secured making any payment hereof, or performing any act herebefore required of Mortgagors, may do so, notwithstanding any statement or estimate procured from the appropriate public office, without inquiry into the accuracy of such full statement or estimate of the value of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when, for security of the terms hereof, any portion of the balance of the note, and when notice to Mortgagors, All unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in any Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the 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 to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree to sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, appraisers' fees, outlays for documents and expenses incurred, recording charges, public notices and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) and all other expenses and costs, searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses and charges of the nature as this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holder of the note in connection with any proceeding, including probate and summary proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason that such suit or any indebtedness hereby secured, (a) all preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) in payment of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; (b) second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill in foreclosure this trust deed, 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, with or without notice, 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 sold or occupied as a homestead of mortgagor 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 such foreclosure suit and in case of a sale and a deficiency during the full statutory period of redemption, either three or six months or longer, as well as during any such period when Mortgagors, except for the intervention of such receiver, would be 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 net income in his hands in payment in whole or in part of (a) The indebtedness secured hereby, or (b) any decree foreclosing this trust deed, or any special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale. (c) The deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party attempting same in an action at law upon the note hereby secured.
11. Trustee or the holder 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 any power here in given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross neglect, fraud or misconduct or that of its agents or employees or Trustee, and it may require indemnification of its assistants or of others exercising any power hereunder.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof on demand of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which if presented to Trustee may be accepted without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note hereof, provided any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is to be signed by the original Trustee and it has never been and where there is on any instrument identifying same as the note described herein it may be accepted as the genuine note hereof, provided any note which may be presented hereof which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Tolls in which this instrument shall have been recorded or filed in case of the resignation, refusal or failure to act of Trustee, the then Recorder or Registrar of Tolls in which the premises are situated shall be the successor Trustee. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming an interest through Mortgagors, as well as Mortgagors, when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Trust Deed.
16. Without the prior written consent of the holder of holders of the note secured hereby, the Mortgagors or Mortgagee shall not convey to another title to the premises herein involved. The holder of holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

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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. \_\_\_\_\_

AVENUE Bank and Trust Company of Oak Park, by Trustee,

By \_\_\_\_\_ Vice President

JAMES DILLON

NAME \_\_\_\_\_

STREET Box 321

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

1003 S. Harvey  
Oak Park, Illinois 60302