UNOFFICIAL COFFICIAL BUSINESS" VILLAGE OF OAK PARK

30470205

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 17, 1990 , between Charles A. Rankowski and Gayle A. Fitzpatrick, husband and wife	
of the Village of Oak Park County of Cook	
State of Illinois herein referred to as "Mortgagore," and Avenue Bank and True of English many of Oak Park an Illinois	
corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:	
THAT WHEREAS the Morrageors are justly indebted to the legal holder or holders of the Instalment Note here.	
inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of	
SIX THOUSAND and no/100 (\$6000.00) Dollars,	
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to	
The Village of Oak Park and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from	
December 1, 1990 on the balance of principal remaining from time to time unpaid at the rate of five (5) per cent per annum in instalments as follows: FORTY SEVEN and 45/100 (\$47.45)	
FIVE (2) bet cent bet annum in installment as follows. FORTI Button and 434,143,	
Dollars or mare on the first day of December 1990 and FORTY SEVEN	
and 45/100 (\$47.45) 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 av of November, 2005. 19XXXX. All such payments on account of the indebt-	
edness evidenced by said were 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 the Finance Director, 1 Village Hall Plaza, Oak Park, IL 60302	
NOW, THEREFORE, the Mortgagora to secure the syment of the said principal sum of meney and said interest in accordance with the terms, plovisions and limita- tions of this trust deed, and the performance of the covenants e.g., treements 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 ack awaler ged, by these presents CONYEY and WARRANT unto the Trustes, 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	
One Duller in hand paid, the receipt whereof is hereby ack apple and assigns, the following described final Renes and all a flavor excess and assigns, the following described final Renes and all at flavor excess trans. It tale and invested the final Renes on the final Renes and all at flavor excess trans.	
COUNTY OF COOK AND STATE OF ILLINOIS, 10 WILL	
Lot 1 and the North 1/2 of Lot 2 in Block 3 in Subdivision of Blocks	
2, 3, 6 and 7 in Hutchinson and Rothermel's Subdivision of the West	
4 of Lot 3 and part of the Last 4 of Lot 2 of Subdivision of Section 18, Township 39 North, Range (3, East of the Third Principal	
Meridian (except the West & of the South West & thereof) in Cook	
County Tilingis . DEPT-09 MISC 3.	.00
County, Illinois . DEFT-07 MISC	
P.I.N. No.: 16-18-208-007 #0904 #18 #	
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CODK COUNTY RECORDER	•
CODK COUNTY RECORDER	,
Commonly known as: 603 South Euclid Avenue COOK COUNTY RECORDER	,
COUK COUNTY RECORDER Oak Park, Illinois	•
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COUK COUNTY RECORDER Oak Park, Illinois	•
Commonly known as: 603 South Euclid Avenue Oak Park, Illinois 904'70207	•
Commonly known as: 603 South Euclid Avenue Oak Park, Illinois 904'70207 which, with the property hereinafter described, is referred to herein as the "premises." TOUETHER with all improvements, renements, resements, fixtures, and apportunenances thereto belonging, and all renv issues and profits thereof for so long and during all such times as Mostraggers may be entitled thereto (which are pledged primarily and on a parity with asid real easier er a real accordarily), and all appearatus.	•
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MY COMMISSION EXPIRES 5/9/92

- 3. Managagors shall (1) promptly repair, restore or rebuild any huilding or improvements now in herafter on the prenies which may become damaged at the destroyed;
 14. Kery said prenies a ingood condition and speaks, without same, and free from mechanic's at other liens or claims for lien and expressive subordinated to the lien hereof,
 3) pay when due any indebtedness which may be secured by a lien or charge on the discharge or the lien hereof and upon request exhibit satisfacts or rided discharge or the lien between the lien hereof, and upon request exhibit satisfacts or rided in the new. (4) complete which is the suitable time pay building on buildings now set an exercise upon said premises (5) comply with all requirements of law or municipal ordinances with to spect to the premises and the use thereof. (6) make no material alterations in and premises except as required by law or municipal ordinances.
- 2. Morrappers shall pay before any penalty actaches all penaral takes, and shall pay apacial takes, special takespannents, water charges, school pervice charges, acher previer charges, and shall, upon written request, funcial to trustee or to holders of the nute duplicate receipts therefor. To prevent default hereunder Morragages shall pay in full under precess, in the morner pentided by stonge, any tax or assessment which Morragages may depice to capital.
- nersumer morrgagors shall pay in full under process, in the meaner peacifed by armage, any tax or assessment which Morrgagors may deplie to capping.

 3. Morrgagors whell keep all buildings and improvements not in bereafter account on and premines insured against loss or damage by tire, lightning or windstorm under policies providing for payment by the insurance companies all moneys sufficient either in pay the court of replacing or experting the same as to pay in full the indebte address excured hereby, all in companies assessment to the holders of the note, and in same assessment to the holders of the note, all in companies assessment to the holders of the note, and highlights to be evidenced by the mandaid morrgage clause to be estached to each policies, and shall deliver all policies, including additional and expected, and shall deliver all policies, and in case of insurance observe weighted statement buildings over less than ten days prior to the caspocity damps of
- 4. In case at default therein. Trustee or the holders of the note may, but need not, make any payment of perform only act hereinbefore required of Mottgagors Ix any form and manner deemed capedient, and may, but need not, make full as partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle art tax items or where prior lies or state or
- 5. The Trustee or the holders of the note hereby secured making one payment hereby substitled relating to taken or encounter, may do no according to any bill, accommon or encounter from the appropriate public office without inquiry into the acquirer of quali bill, accommon or employer or into the validity of any tax, anneament, and, fortesture, tax lies or title or claim thereof.
- 6. Moragegors shall pay each irem of indebtedness herein mentioned, both principal and interest, when the seconding to the terms hereal. At the option of the holders of the nore, and without netice to Moragegors, all impaid indebtedness secured by this Trust Dord shall, secondary anything is the note of in this Trust Dord the contrary, became due and psychic (a) immediately in the case of default is making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for there days in the performance of any other degreement of the derivative shall became due in the shall became due in the case of default in making payment of any interest on the note; or (b) when default shall became due in the case of the note; or (c) when default shall became due in the case of the note; or (c) when default shall became due in the note of the note of the note.
- occu and continue fat there days in the performance of any other agreement of the Mortgagers berein contained.

 3. Then the index characteristic secured shall become due whether by acceleration or echanging, holders of the note or Trustee shall have the right to loveclose the lies hereof, there shall be allowed and racioded as additional indepositions in the decree for sale all expenditures and expenses which may be part or in stred by or on behalf of Trustee or holders of the note for attentions, appraiser's feet, outlay the documentary and report evidence, attention to carges, publication costs and costs (which may be entiredee as to live strenges) feet, outlay the documentary and report evidence, attentions, publication costs and costs (which may be entiredee as terminates and staminations, guarantee patieses, Torrens certificates, and stimular data and samusances with respect to title an Trustee or helders of the note may deem to be reasonably necessary withe in proceed with suit or to evidence is bidders at any sale which may be had pursuant to such decree the true conductor of the note may deem to be value of the premises. All type officers and expenses of the nature in this paragraph need the pursuant to such content the there are sured by the proceeding, the which exist of the note is a persuant for the premises of the nature of holders at the note in connection with (a) any proceeding, in which exists of the model lies getty, either an plantally claimant or defendant, by trainen of the defendant by trainen of the trainent of the defendant by trainen or the interest of the defendant of the research proceeding in which exists an extension of the premises or the security hereof, whether or not actually commondered.
- B. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on occount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceeding paragraph bersol; second, off other items which under the terms bersol constitute secured indetectors as additional or that evidenced by the note, with interest person as berson provided; third, all principal and interest constitutes according to long against four helis, legal representatives or assigns, so their rights may appear.
- note, towith, any overplus to Mortgagors, their heits, legal representatives or assigns, as their rights may appeal.

 9. Upon, or as any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appeal to receiver of said premises. Such appeals and either before or after said, a till notice, without regard to the said premise of the then value of the premises or theirs the same shall be then accupied as a homestead or not not for Trustee becomes may be expedited as such terreters. Such receiver shall have power to collect the reme, there and profits of said premises charles the pendency of such faredessum suit and, in case of a sale and a defective, shall be full statutures period of redemption, whether there be redemption or not, as well an abuning any further times after the remember of the full statutures period of redemption, whether there are not not as the receiver, would be entitled to collect such tents, issues and profits and all other powers which may be nacedeatery or one usual in such cases do a the precision, possession, control, management and operation of the need to the whole of said period. The Court from time to time may authorize the need to period on the internet in his hands in payment in whole or in part of 1.1. The indebtedshalls assessment of inter lien which may be of become superior to the first decided on any said period. The Court from time to time deed, of any said said assessment of inter lien which may be of become superior to the first decided on any said period.

 10. No action for the enforcement of the lien or of any measurement of said and deficiency.
- 10. No action for the enforcement of the lien or of any provision "" of shall be subject to any defease which would not be good and available to the party interposing ne in an action at law upon the note hereby secured.
- 11. Truster or the holders of the note shall have the right to inspect the president at all reasonable rimps and access therets shall be permitted for that purpose.
- 12. Trustee has no duty to examine the ritle, location, existence, or condition of the premises, nor shall Trustee by obligated to record this trust deed of to exercise any power herein given unless expressly obligated by the terms hereof, nor is liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require including a satisfactory to it before exercising any power herein given.
- 13. Trustee thall release this trust deed and the lien thereof by process and constrained and the lien thereof by process and the process and the lien thereof by process and the process and the lien thereof by process and the process and the lien thereof by process and the process and the lien thereof by process and the lien thereof by the process and the process and the process and the lien thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured by a been paid, which representation Trustee may accept as true without include. There is requested of a successor trustee, such successor trustee may accept, so the genetine note herein described any note which beens a certificate of identification purporting to be executed by a prior trustee hereinder of which conforms in tube arms with the description between conceined of the first and which beens and in the purports to be executed by the persons herein described bettern it may accept as the genum not; he can described any note which may be presented and which purports to be executed by the conformal designated as makers thereof.
- 14. Truster may resign by instrument in writing filed in the office of the Recorder or Registrar of Titl. In which this learnment shall have been recorded or filed. In dee of the resignation, institute of the cour elin which the premises are situated shall be Successor in Trust. In Successor shall have the identical title, powers and authority as are herein given Truster, and any Truster 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 Morgagors and all price consider or through Morgagors, and the word "Morgagors" when used herein thall include all such persons and all persons liable for the payment of the in ethic does or any part thereof, whether or not such persons shall have executed the note or this Trust Does, and the persons shall have executed the note or this Trust Does, and the persons shall have executed the note or this Trust Does, and the persons shall have executed the note or this Trust Does, and the persons shall have executed the note or this Trust Does, and the persons shall have executed the note or this trust Does, and the persons shall have executed the note of the persons and the persons are the persons and the persons are the persons are the persons and the persons are the pers
- It. Without the prior written consent of the holder or holders of the note secured hereby, the Mirrigar for Morigagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to acce erais the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election efter actual or constructly and to a such breach shall be construed as a waive, of or acquirescence in any such conveyance or encumbrance to encumbrance or encumbrance or encumbrance.
- 17. The mortgagor on its own behalf and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date of this trust deed, hereby waives any and all rights of redemption, including all rights under C. 10, Sec.15-1603, Illinois Revised Statutes, from any judgment, order or decree of foreclosure of this trust deed and from any calculation and independ on decree of foreclosure of this trust deed deed and from any sale under any judgment, order, or decree of foreclosure of this trust deed.
- 18. 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 to the A. Fitzatrick or those succeeding to (hts:/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.

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROVER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE TOFNTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

NUE BERNAMONIALICANIA

D E L T I O V :	NAME		
	STREET	Вох	321
	CITY		
F			

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

603 S. Euclid Ave.

Oak Park, Illinois