

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 7, 1992, between James Collins and Joan Collins, married to each other of the Village of Oak Park County of Cook State of Illinois hereinafter 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 THIRTY ONE THOUSAND and no/100 (\$31,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~REARER~~ 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 January 1, 1994 on the balance of principal remaining from time to time unpaid at the rate of 7 1/2 per cent per annum in instalments as follows: TWO HUNDRED EIGHTY SEVEN and 37/100

Dollars or more on the first day of February 19 94 and TWO HUNDRED EIGHTY SEVEN AND 37/100 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 7th day of February, 2002. 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 Avenue Bank and Trust Company of Oak Park, Oak Park, Illinois.

NOTE, 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 CONFIRM and WARRANT unto the Trustee, his 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:

The North 65 Feet of Lots 59 and 60 in Houston's Subdivision of that part of the West 1/2 of the East 1/2 of the Wouth West 1/2 Lying South of Chicago, Harlem and Batavia Railroad in Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. #: 16-08-321-028-000

DEPT-09 MISC. \$23.00
 T93333 TRAN 8295 02/11/93 10:35:00
 96187 + *-93-114763
 COOK COUNTY RECORDER

Commonly known as: 439-441 S. Taylor Avenue 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 therein belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and as a security with said real estate and appurtenances, equipment or articles now or hereafter therein or thereon used in supply heat, gas, air conditioning, water, light, power, refrigeration, telephone service or utility connections), and everything including furniture, fixtures, window shades, storm doors and windows, floor coverings, carpets, drapes, screens 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 further agreed that all similar apparatus, equipment or articles hereafter placed on 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, his 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.

(SEAL) James Collins (SEAL)
 (SEAL) Joan Collins (SEAL)

STATE OF ILLINOIS I, Kathleen M. Cannon
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
 County of Cook James Collins and Joan Collins

This instrument was prepared by: Raymond L. Heise
 1 Village Hall Plaza
 Oak Park, IL 60302

who ALL personally known to me to be the same persons, whose names ALL subscribed to the foregoing instrument, appeared before me this 7th day of December 1992, and they signed, sealed and delivered the said instrument as THEIR OFFICIAL SEAL
 NOTARY PUBLIC, STATE OF ILLINOIS
 GIVEN under my hand and seal this 7th day of December, A. D. 1992.
Kathleen M. Cannon
 Notary Public.

9311763

23.00

7) keep the premises fully repaired and in compliance with the Zoning Ordinance, Building Code and Code of the Village of Oak Park, including the provisions relating to housing, health, and fair housing after: **UNOFFICIAL COPY**

8. Mortgagee shall (1) promptly repair, replace or rebuild any building or improvement not or hereafter situated on the premises which may become damaged or be destroyed... (2) pay when due any indebtedness which may be secured by a lien or charge on the premises... (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof... (4) keep all buildings and improvements not or hereafter situated on said premises insured against fire or damage by fire, lightning or windstorm... (5) the Trustee or the holder of the note hereby secured making any payment hereby authorized... (6) Mortgagee shall pay each term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... (7) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose... (8) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... (9) Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver... (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 interposing same... (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... (13) Trustee shall release this trust deed and the lien thereof by proper instrument upon production of satisfactory evidence that all indebtedness secured by this trust deed has been paid... (14) Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds... (15) This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee... (16) Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagee or Mortgagees shall not convey or encumber title in the premises herein involved... 17. The mortgagor hereby waives any and all rights of redemption from sale under any 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 * this/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. * James or Joan Collins

SCHEIDT

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. 4224 AVENUE Bank and Trust Co. of Oak Park, as Trustee. By *Donald J. Henry* Vice President Trust Officer

DELIVER TO NAME STREET BOX 321 CITY

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 439-441 S. Taylor Ave. Oak Park, Illinois