

UNOFFICIAL COPY

TRUST DEED

95161248

VILLAGE OF OAK PARK

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 22, 1994, between James W. McDowell, divorced and not since remarried

of the Village of Oak Park, County of Cook, State of Illinois herein referred to as "Mortgagor," and the Village of Oak Park, an Illinois municipal corporation, by and through Avenue Bank of Oak Park, an Illinois corporation doing business in Oak Park, Illinois, herein referred to as "Trustee," witnesseth that, whereas the Mortgagor is justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being referred to as "Holder of the Note," in the principal sum of SEVEN THOUSAND FIVE HUNDRED FORTY FIVE and no/100 (\$7,545.00) evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum, no interest except as herein provided as follows: The principal shall be payable in full upon the earliest of the following occurrences or date:

1. The conveyance or transfer of any interest in the following described real estate by the mortgagor or the estate of the mortgagor;
2. The mortgagor(s) cease(s) to occupy the following described real estate as the(ir) principal residence or lease(s) any substantial interest in the following described real estate;
3. The mortgagor(s) fail(s) to comply with any requirements for a mortgage credit certificate as contained in 26 U.S.C. 25 and 26 C.F.R. 1.25-17 and 26.17-1;
4. August 31, 2024

provided that the principal of each installment 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 Trustee, 1 Village Hall Plaza, Oak Park, IL 60302.

NOV, THEREFORE, the Mortgagor 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 Mortgagor 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:
The West 20 feet of Lot 17 and the East 15 feet of Lot 18 in Block 1 of the West Harrison Street Subdivision of the West 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois

P.I.N.: 16-17-302-024

Commonly known as: 224 Flournoy Oak Park, Illinois 95161248

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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled therein (which are pledged primarily and on a parity with said real estate and secondarily), and all apparatus, equipment or articles now or hereafter therein of 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 mortgagor 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 Mortgagor 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 W. McDowell (SEAL)
(SEAL) (SEAL)

STATE OF ILLINOIS I, _____ ss. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT County of Cook James W. McDowell

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

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the his free and voluntary act, for the uses and purposes therein set forth, including the release

and of "OFFICIAL SEAL" BRENDA K. FOOTE Notary Public Cook County, Illinois My Commission Expires March 17, 1995

this 22 day of AUGUST, A.D. 1994
Brenda K. Foote Notary Public

