

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sheldon R. Gardner
RECORDER OF DEEDS

MAY 12 1971 3 04 PM

21 477 735

TRUST DEED

21 477.735

60-13-858
(61-)

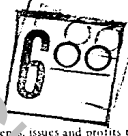
CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY
THIS INDENTURE, made APRIL 30, 19 71, between WILLIAM SAND, CAROL T. SAND, WILLIAM C. HUGHES AND SHARON D. HUGHES

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY an Illinois corporation doing business in Chicago, 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 THOUSAND (\$30,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF CESARINE SHULTZ and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from MAY 1, 1971 on the balance of principal remaining from time to time unpaid at the rate of EIGHT (8%) per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED TWENTY FIVE Dollars on the FIRST (1st) day of June 19 71 and THREE HUNDRED TWENTY FIVE Dollars on the 1st 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 1st day of May 19 83 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in CHICAGO 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 W. B. Kelly, Room 1262, 228 North LaSalle Street, Chicago, Illinois 60601

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS.

to wit: Lots 11 and 12 in subdivision of lot 5 and part of lot 4 in the county clerk's division of the East 3/4 of Section 33, Township 40 North, Range 13 east of the third principal meridian according to the plat thereof recorded May 31, 1928 as document 10041254 in Cook County, Illinois



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 participating basis to the 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 the premises, 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 terms 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.
William Sand [SEAL] *William C. Hughes* [SEAL]
Carol P. Sand [SEAL] *Sharon D. Hughes* [SEAL]

STATE OF ILLINOIS, } I, SHeldon GARDNER
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM SAND, CAROL T. SAND, WILLIAM C. HUGHES AND SHARON D. HUGHES whose names are 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 30th day of April, 1971.
Sheldon Gardner Notary Public



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RIDER TO TRUST DEED DATED APRIL 30, 1971,
BY AND BETWEEN WILLIAM SAND, CAROL T. SAND,
WILLIAM C. HUGHES, SHARON D. HUGHES AND
CHICAGO TITLE AND TRUST COMPANY

16. Mortgagor shall pay to ~~mortgagee~~^{holder of note} in addition to their monthly payment a sum equal to one-twelfth of the most recent real estate tax bill.

17. Mortgagor shall have the right to prepay any and all amounts due under this mortgage at any time without penalty.

William Sand

WILLIAM SAND
Carol T. Sand

CAROL T. SAND
William C. Hughes

WILLIAM C. HUGHES
Sharon D. Hughes

SHARON D. HUGHES

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END OF RECORDED DOCUMENT