



TRUST DEED

544970

21.795 352

Form 807 Rev. 5-62

ILL. 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 1, 1971, between G. THOMAS PIERCE and SHARON PIERCE, his wife,

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 FOURTEEN THOUSAND and 00/100 (\$14,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF FEASER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 1, 1971 on the balance of principal remaining from time to time unpaid at the rate of seven (7) per cent per annum in instalments as follows: ONE HUNDRED and EIGHT and 55/100 (\$108.55)

Dollars on the 5th day of September 1971 and ONE HUNDRED and EIGHT and 55/100 (\$108.55) Dollars on the 5th 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 5th day of August 1991. 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 Meyer Schwackman in said City.

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 COUNTY OF AND STATE OF ILLINOIS, to wit: Unit Number N-6 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): The South 57.16 feet (as measured along the East line thereof) of the following described tract to-wit: Lots 45 and 46 in Robinson's Subdivision of Block 19, also the North 18.16 feet of Lot "A" (as measured along the East Line thereof) in said Block 19 as per Plat of said Lot recorded March 2, 1880 in Block 14 of Plats, Page 99, in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by the American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 17, 1969, and known as Trust Number 28585 recorded in the office of Recorder of Cook County, Illinois as Document No. 21502892, together with an undivided 2.9391%

which, with the property hereinafter described, is referred to herein as the "premises." (Continued on other side) 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 parity with said 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 bed 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 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, 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, S. and seals... of Mortgagors the day and year first above written. [SEAL] G. Thomas Pierce [SEAL] Sharon V. Pierce

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK G. THOMAS PIERCE and SHARON PIERCE, his wife,

are personally known to me to be the same persons whose name subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release of the Mortgagors of the right of homestead. Under my hand and Notarial Seal this 15th day of August 1971 Michael H. Sill Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED);

Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (4) upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

(Legal description continued from front)

interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey).

COOK COUNTY, ILLINOIS FILED FOR RECORD

FEB 27 12 59 PM

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. 549576

CHICAGO TITLE AND TRUST COMPANY, as Trustee, by Margaret C. Corbett, Assistant Secretary

D E L I V E R Y INSTRUCTIONS NAME: HAROLD KACB STREET: 188 W. RANDOLPH #260 CITY: Chicago 60601 OR RECORDERS'S OFFICE BOX NUMBER: 533

Edwin P. Olsen RECORDER OF DEEDS

21795352

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

END OF RECORDED DOCUMENT