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BOX 305 FILED FOR RECORD. 31. SCO. DOD
TRUST DEED 12 PK 2 969 080 2 1969 080 THIS INDENTURE, Made this 27th day of June by and between GILBERT CLARK, JR. AND CAROL C. CLARK, his wife
of the City of Chicago in the County of Cook and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of The United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter, "Trustee"), WITNESSETH: THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the Principal Sum of THIRTY EIGHT THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$38,400.00), evidenced by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of Trustee), we are given date herewith, made payable to bearer and delivered, which Instalment Note (hereinafter, the "Note"), bears interest from Date of Disbursement until maturity at the rate therein set forth, and which principal and interest is payable as follows:
Interest only due August 16, 1972, thereafter the sum of \$271.41 due and payable on the 16th day of each and every month to and including August 16, 1977, if not sooner paid; each of said monthly payments of \$271.41 in-11 be applied first in payment of interest at the rate specified in said note, payable monthly on the balance of said principal sum remaining from time to time unpaid and second on account of said principal sum.
said principal instalments bearing interes aft :urity at the rate of eight per centum per annum, and all of said principal and interest payments being payable in lawful money of 1. United States, at such banking house in Chicago, Illinois, as the legal holder(s) of the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in the City of Chicago and State of Illinois; in and by which Note, it is ? rece that the principal sum thereof, together with accrued interest thereon, in case of default as provided in this Trust Deed, may at a y time without notice, become at once due and payable at the place of payment in said Note specified, at the election, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note. NOW, THEREFORE, Mortgagor for the purp. of curing the payment of the Note and the performance of the Mortgagor's agreements herein contained, and also in consideration of the um of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, Convey and Warrant unto Trust e, is successors and assigns, the following described Real Estate, situate, lying and being in the Village of Glencoe County of Cook
Lot 1 in Block 28 in the Chicago North Shore Land Company's Subdivision in Sections 8, 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian in Cook Courty, Illinois.
It is agreed that the default provision in this trust deed providing for "eight (8) per cent per annum" are horeby amended to read seven (7) per cent per annum.
1500
which with the property hereunder described, is referred to as the "Premises." TOGETHER with all the tenements, hereditaments, privileges, easements, and appurtenances now or any time dereafter thereunto belonging, all buildings and the roments hereditament of hereafter to be erected on the premises the rt its, issues and profits thereof (which is the property of the premises) and the premises of the rests, issues and appropriate in and by this Trust Deed is not a secondary pledge but is a primary pledge on a parity with the morter of property as secting for the payment of the indebteness secured hereby), and all apparatus and fixtures of every kind and na' re whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, sereens, storm win.o. ad doors, curtain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparatus for supplying of sistibuting heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in any building now. It is a first standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate and appropriated to ne're of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deemed conclusively to be related and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said premises. TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and assigns forever, in the surposes, uses and trusts herein set forth, hereby releasing and waving all rights under any breach of any of the agreements herein contained. This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on page 2 (the reverse si e of tis Trust Deed per incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, heir here,
Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding on the Mortgagor, heir hers, successors and assigns. Witness the hand and seal of Mortgagor the day and year first above written.
Gilbert Clark, Jr. [SEAL] Carol C. Clark
STATE OF ILLINOIS SS. I ENGLISH AND ANALY Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gilbert Clark, Jr. and Carol C. Clark, who are personally known to me to be the same person. In whose name is 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this the day of the same person. In the 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this the day of the same person. In the said Instrument as Their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this the day of the same person. In the said Instrument as Their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right.
The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. RECOMMENT AWS The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith. Assistant Cashier Page 1

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THE AGREEMENTS. CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.

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2. Mortpager agrees to pay each time of indeledans secured hereby, when due, according to the terms beroof.

2. Mortpager agrees.

(3) to keep the premises in good repair and make all necessary replacements.

(4) to keep the premises for the provision of the provision

of its, his or their own willful misconduct.

14. The agreements herein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, throup' or under Mortgagor, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, be disjointly and severally, and shall insure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.

15. Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right siven hereunder and now or hereafter existing. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.

16. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the

of the Note.

16. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

17. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

18. In case of the resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

REL No. 439 (8-69)