

TRUST DEED
21 237 642

1070 AUG 14 AM 10 00
AUG-14-70 109187 • 21237642 • A — Rec

510

Form 807 Rev. 5-62

UTL 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 27, 1970, between Frank Moncek, a widower not since remarried

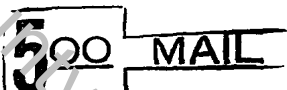
National Bank here in referred to as "Mortgagors," and Seaway CHICAGO TITLE AND TRUST COMPANY, of Chicago an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Thousand One Hundred Nineteen and 96/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in instalments as follows: Sixty-Two and 22/100

Dollars on the 10th day of September 1970 and Sixty-Two and 22/100 and every month Dollars on the 10th day of each 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 10th day of February 1972. 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 Seaway National Bank of Chicago 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

Lot 16 (except the North 12.75 feet) and Lot 17 (except the South 6 feet) in Block 25 in Calumet Trust's Subdivision, in Section 12, both North & South of Indian Boundary Line, in Township 37 North Range 14, East of the Third Principal Meridian, and a fractional Section 7, North of Indian Boundary Line, Township 37 North Range 15, East of the Third Principal Meridian, according to Plat thereof recorded 12-30-25 as Document #9137462. Section 1, Township 37 North, Range 15 East of the Third Principal Meridian



21237642

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, 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, in-door beds, awnings, stoves and water heaters. All of the foregoing are 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 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.
Frank Moncek [SEAL]
Frank Moncek [SEAL]

STATE OF ILLINOIS, I, James A. Cooke, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank Moncek

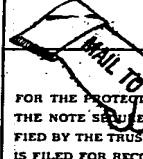


is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this 27th day of July, A. D. 1970. James A. Cooke Notary Public.

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

1. 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, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

21 237 642



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. CHICAGO TITLE AND TRUST COMPANY, as Trustee.

DEVELOPER NAME: SEANAY NAT'L BANK OF CHICAGO, STREET: 445 E. 97th ST., CITY: CHICAGO, ILL. 60619

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

10156 Hoxie CHICAGO, ILL.