

31 261 247



TRUST DEED

CHICAGO

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE made Sept. 11- 1970, between:

DANIEL J. SMITH AND THORA M. SMITH, HIS WIFE,

herein referred to as "Mortgagors" and CHICAGO TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, herein referred to as "Trustee" witnesseth THAT, WHEREAS the Mortgagors are jointly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

TEN THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100-----Dollars

evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ASHLAND STATE BANK

and delivered, it and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:

One Hundred Sixty Eight and 75/100-----Dollars on the 25th day of October 1970, and One Hundred Sixty Eight and 75/100-----Dollars on the 25th day of each month thereafter with a final payment of the balance due on the 25th day of Sept. 1975

All said principal and interest being due payable at such place, 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 ASHLAND STATE BANK

LaGrange Cook Lot 2 in Block 4 in Leiter's Addition to LaGrange in the Northeast quarter of Section 4, Township 38 North, Range 12, lying East of the Third Principal Meridian, in Cook County, Illinois

with the property hereinafter described as collateral security for the payment of the Note... TO HAVE AND TO HOLD the premises above described together with the interest thereon to the Holders of the Note...

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 hands and seals of Mortgagors the day and year first above written.

Daniel J. Smith (SEAL) Thora M. Smith (SEAL)

STATE OF ILLINOIS, I, Sidney J. Marx, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel J. Smith and Thora M. Smith, his wife

County of Cook who are personally known to me to be the same persons 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 11th day of Sept. 1970. Sidney J. Marx Notary Public.



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO IN PARAGRAPH FIRST HEREOF OF THIS TRUST DEED

1. Mortgagor shall promptly repair, maintain and keep any building or improvements on or attached to the premises which may become damaged or destroyed...

2. Mortgagor shall pay when due all taxes and assessments levied or assessed against the premises or against the land on which the premises are situated...

3. Mortgagor shall keep all buildings and improvements on or attached to the premises insured against loss or damage by fire, lightning or windstorm...

4. In case of default therein, Trustee of the holders of the notes secured hereby shall have the right to cause to be insured against fire, lightning or windstorm...

5. The Trustee of the holders of the notes secured hereby shall have the right to cause to be insured against fire, lightning or windstorm...

6. When the indebtedness secured hereby shall become due, the holder of the note or notes shall have the right to foreclose the premises...

7. The proceeds of any foreclosure sale of the premises shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure sale...

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12. Trustee has the duty to examine the title to the premises, and to cause to be recorded in the office of the Recorder of Deeds of Cook County, Illinois...

13. Trustee shall release this trust deed and the interest thereon upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

14. Trustee may assign his entire interest in this trust deed to any person or persons, and the assignee shall have the same powers and authority as the Trustee...

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word 'Mortgagor' when used herein shall include all such persons...

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IMPORTANT - THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. CHICAGO TITLE AND TRUST COMPANY, Trustee

MAIL TO PLACE IN RECORDER'S OFFICE BOX NUMBER 364

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 44 S. 7th St. La Tronze



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