

UNOFFICIAL COPY

TRUST DEED

21 269 601

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made September 10 1970 between HUGH A. WILKINS and EDNA R. WILKINS, his wife, of the Village of Hillside, County of Cook, State of Illinois,

herein referred to as "Mortgagors," and

WINNIPEG STATE BANK,

an Illinois corporation doing business in Oak Park, 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 SEVEN THOUSAND AND NO/100 (\$7,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7½ per cent per annum in instalments as follows:

EIGHTY-THREE and 10/100 (\$83.10)

or more, Dollar on the 1st day of November 1970 and EIGHTY-THREE AND 10/100

Dollar 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 October 1980. 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 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 Avenue State Bank, Oak Park, Illinois.

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, situated lying and

being in the Village of Berkeley, COUNTY OF COOK AND STATE OF ILLINOIS.

Lot six (6) in Block two (2) in Berkeley Lawn Subdivision in Section eighteen (18), Township thirty-nine (39) North, Range twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

which with the property hereinabove described is referred to herein as the "premises".

TOGETHER with all improvements, fixtures and appurtenances thereto belonging and all rents, issues and profits therefrom for so long and during all the time as the Mortgagors may be entitled thereto, subject, however, to the condition that under the above described restrictions, no other rights or interests in continuity, contiguous and correlation, existing, without notice to the foregoing, in or over said described premises and fixtures, shall coverings, undergrowth, orchards, stones and waste materials. All of the foregoing are declared to be part of said real estate by the Mortgagors in their absolute right and it is agreed that all similar apparatus, equipment or articles heretofore 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 hereinafter set forth. 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 hands, and seals of Mortgagors the day and year first above written.

Hugh A. Wilkins

[SEAL]

Edna R. Wilkins

[SEAL]

[SEAL]

[SEAL]

Marlene M. Vruble

STATE OF ILLINOIS,
County of Cook
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, IN THE COUNTY OF COOK, DO HEREBY CERTIFY THAT

HUGH A. WILKINS and EDNA R. WILKINS, his wife,

are personally known to me to be the same persons whose names are described 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 payment and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 19th day of September A.D. 1970

Notary Public

