

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY ILLINOIS
FILED FOR RECORD

SEP 21 1970

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 19, 1970, between

PLEZE BOONE and URSELEAN BOONE, HIS WIFE

herein referred to as "Mortgagors," and LA SALLE NATIONAL BANK, a National Banking Association, 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

THIRTEEN THOUSAND SIX HUNDRED TWENTY AND 31/100 - - - (\$13,620.31) - - - Dollars, evidenced by one certain Installment 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 ~~xxx~~ on the balance of principal remaining from time to time unpaid at the rate of

Six & 1/2 per cent per annum in installments as follows: TWO HUNDRED TEN AND NO/100 - - - (\$210.00) - - -

Dollars on the FIRST (1) of OCTOBER 1970 and TWO HUNDRED TEN AND NO/100 - - - (\$210.00) - - -

Dollars on the FIRST day of each MONTH thereafter until said note is fully paid ~~xxxx~~

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 installment shall be paid when due shall bear interest at the highest lawful rate per annum after maturity whether by acceleration or otherwise, and all of said principal and interest being made payable at such banking house 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 La Salle National Bank 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 conditions of this trust deed, and the performance of the covenants, conditions and provisions 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, lie and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS

The North 37 1/2 feet of the South half of Lot 2 in Block 3 in DeWolf's Subdivision of the North half of the North East quarter of the North West quarter of Section 28, also that part of the North East quarter of Section 28, lying West of the Chicago, Rock Island and Pacific Railroad, in Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. This Trust Deed and the Note secured hereby are given in payment of the purchase price for the within described premises.

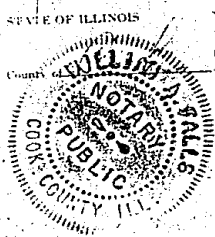
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rent, issues, and profits thereof for so long as during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said mortgage and not secondarily) and all fixtures, equipment or articles now or hereafter placed on or attached to the premises, including but not limited to, gas, air conditioning, water, light, electric refrigeration, heating, single and double centrally controlled and ventilation, including but not limited to, gas, air conditioning, water, light, electric refrigeration, heating, double doors, and windows, floor coverings, made beds, kitchen, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether the same be attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered a constituent 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 terms 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 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.

[SEAL] X Pleze Boone [SEAL]
PLEZE BOONE
[SEAL] X Urselean Boone [SEAL]
URSELEAN BOONE



STATE OF ILLINOIS
County of Cook
I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
PLEZE BOONE AND
URSELEAN BOONE, his wife
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, including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal this _____ day of _____ A. D. 1970
Notary Public

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, and (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor...

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm under policies provided for payment by the insurance companies of amounts sufficient to pay the cost of rebuilding or repairing the value of the property...

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act heretofore required of Mortgages in any form and amount deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances...

5. The Trustee or the holders of the note hereby assumed making any payment hereby authorized relating to taxes or assessments, may do so according to any law, ordinance, or regulation, and may, but need not, make full or partial payment of principal or interest on prior encumbrances...

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed...

7. Trustee or the holders of the note shall have all right to the possession, income and rents of said premises (including accrued and unpaid income and rents) and thereupon it shall be lawful for the Trustee or Noteholder, and it is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, in payment of all costs and expenses incident to the foreclosure proceedings...

9. From the date of any time after the date of a foreclosure sale under this trust deed, the court in which such foreclosure is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale...

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party who made the same...

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed, or to provide any other herein given express obligation by the terms hereof...

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

14. Trustee may execute by instrument in writing filed in the office of the Recorder or Registrar of titles in which this instrument shall have been recorded or filed, in case of the resignation, disability or refusal to act of Trustee...

15. This Trust Deed, and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the said Mortgages, when used hereof, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof...

16. LA SALLE NATIONAL BANK, personally, may buy, sell, own and hold said note or any interest therein, before or after maturity, and whether or not in default, and said Bank as a holder of said note or any interest therein and every subsequent holder shall be entitled to all the same security and to all the same rights and remedies as are in this instrument given to the holders of said note...

17. Mortgages agrees that in order more fully to protect the security of this Trust Deed, Mortgages will deposit with the holder of the note, on the first day of each month, the amount as estimated by the holder of the note which will be sufficient to pay taxes, special assessments, and other charges in the next month...

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE LA SALLE NATIONAL BANK, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Form with fields for NAME, STREET, CITY, INSTRUCTIONS, RECORDERS' OFFICE BOX NUMBER, and a signature line for LA SALLE NATIONAL BANK, Assistant Secretary.

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