

UNOFFICIAL COPY

TRUST DEED
CHARGE TO CERT
LOAN NUMBER 1286

21 297 242

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made **October 5,** 19 **70** between

Manuel Fox and Julia Fox, his wife

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, 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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the sum of **\$7745.40**, together with delinquency charges as therein provided; evidenced by a certain Note, of or guaranteed by one or more of the Mortgagors, of even date herewith, made payable to THE ORDER of **#3 Chicago Midwest Mortgage and Investment Corporation**, a ~~Notary~~ Illinois corporation doing business in Chicago, Illinois, hereafter sometimes referred to as "Payee", and delivered to and by which said Note the Mortgagors promise to pay the said sum in installments as follows: one installment payment of \$ **129.09** on the **12th** day of **November** 19 **70**, and installment payments of the same amount on the **12th** day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ **129.09**, if not sooner paid, shall be due on the **12th** day of **October** 19 **70**. All installment payments are payable at such offices as the holders of said note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money and said interest and all other amounts due under said note or judgment obtained thereon 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, do hereby 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 COUNTY OF **Cook** AND STATE OF ILLINOIS, to wit:

Lot 338 in Indian Hill Subdivision Unit #2 according to plat of said subdivision recorded August 29, 1957 as Document 16999094 book 500 of plat page 4 and 5 East of the Third Principal Meridian

700

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

TOGETHER with all improvements, treatments, easements, fixtures, and appurtenances thereto belonging, 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 mortgage, jointly, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (which is single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, interior beds, ranges, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically 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 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 hands and seals of Mortgagors the day and year first above written.

Manuel Fox (SEAL) _____ (SEAL)
Julia Fox (SEAL) _____ (SEAL)

STATE OF ILLINOIS,

I, the undersigned

County of **Cook**

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Manuel Fox and Julia Fox, his wife**



who **are** personally known to me to be the same persons whose name **s are** subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said Instrument **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 **5th** day of **October**, A.D. 19 **70**.

Joseph Nelson
Notary Public.

21 297 242

