

TRUST DEED

22 404 359

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

LOAN NUMBER 14695

1973 JUN 18 PM 2 27

P-9

Use with notes providing for precomputed interest

JUL-18-73 657270 • 22404359 • A — Rec

5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 29, 1973, between RICHARD M. LETTVIN and ARLENE N. LETTVIN, his wife, of the City of Skokie, County of Cook and the State of Illinois

herein referred to as "Mortgagor," and Alan R. Edelson, 2737 W. Peterson Ave. Chicago, Illinois, herein referred to as "Trustee," witnesseth:

THAT, WHEREAS the Mortgagor is 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 a sum (hereinafter called "the base sum") of \$ 8,451.41, evidenced by a certain Note, of or guaranteed by one or more of the Mortgagor, of even date herewith, made payable to THE ORDER OF M.L.C. CORPORATION, INC.

a Delaware corporation doing business in Chicago, Illinois, hereafter sometimes referred to as "Payee," and in and by which said Note the Mortgagor promises the payee to pay or guarantee payment of the base sum plus interest from and after the 29th day of June 1973, on the balance of the base sum remaining from time to time unpaid at a rate equal to 10 1/4% per annum above the prime rate of interest charged by the First National Bank of Chicago from time to time on ninety day commercial loans, but in no event shall the interest rate charged hereunder be less than 18% per annum. Such rate of interest is to be adjusted when and as such prime rate shall change and shall be applicable before and after maturity until paid in full, in base sum and interest installments as follows: One base sum installment payment of \$ 845.14 on the 8th day of August, 1974, one base sum installment of \$ 1,690.28 on the 8th day of August, 1975, and base sum installment payments of the same amount on the 8th day of each twelfth month thereafter until the entire sum is paid, except that the final base sum payment of \$ 2,535.43, if not sooner paid, shall be due on the 8th day of July, 1978, together with exchange and collection charges at current rates; and One interest installment payment on the 8th day of August, 1973, and one interest installment payment on the 8th day of each and every month thereafter, until the note is paid in full. All payments on account of the indebtedness evidenced by the note shall first be applied to interest on the unpaid base sum balance and the remainder to the base sum. Said payments shall be made in such place as the legal holder of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the payee thereof in said City.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said sums and all other amounts due under said Note or judgment obtained thereon in accordance with the terms, provisions, and limitations of this deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described REAL Estate and all of the Mortgagor's estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The East 1/2 of Lot 13, in Block 2 of Gehrk and Brauckmann's Subdivision of Block 1 (except 4.28 Acres in the North Part of said Block and West of Green Bay Road) in Carl Krustee's Subdivision in East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly KNOWN As: 934 W. Fletcher, Chicago, Illinois

5.00

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as mortgagor may be entitled thereto (which are pledged primarily and on a parity with the 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), ventilation, including (without restricting the foregoing), screens and window shades, storm doors and windows, floor coverings, inador beds, awnings, 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 Mortgagor or the successors or assigns of the Mortgagor 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 Mortgagor does 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 Mortgagor, the heirs, successors and assigns of the Mortgagor.

WITNESS the hands and official seals of Mortgagor the day and year first above written.

Richard M. Lettvin

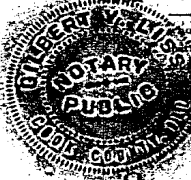
Arlene N. Lettvin

STATE OF ILLINOIS

I, GILBERT Y. LISS

County of COOK

SS a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD M. LETTVIN and ARLENE N. LETTVIN, his wife



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 they signed, sealed and delivered the instrument as their free and voluntary act for the purposes and uses therein set forth, including the release of the right of homestead.

GIVEN under my hand and Notarial Seal this 18th day of June A.D. 19 73

Gilbert Y. Liss, Notary Public

22404359

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

1. Mortgagee shall (1) promptly repair, replace 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 cost, and free from building valuations, penalties or other liens or claims for fire loss... 2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges... 3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm... 4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient... 5. The trustee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, or charge, or the title or claim thereon... 7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises... 9. 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 interposing such a defense in an action at law upon the note hereby secured... 11. If the trustee is an individual trustee rather than a corporate trustee, then in case of the resignation, refusal, inability to act or death of the trustee... 13. This Trust Deed and all provisions hereof, shall extend to and be binding on the Mortgagee, and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable to the payment of the indebtedness of any part thereof... 15. The right is hereby reserved by the trustee to make partial release or releases of the mortgaged premises hereunder without notice so, or the consent, approval or agreement of other parties in interest, including junior liens, which partial release or releases shall not impair in any manner the validity of or priority of this Trust Deed on the mortgaged premises... 17. In the event this Trust Deed creates a junior lien, Mortgagee hereby grants trustee or the holder of the note secured by this Trust Deed, the right to contest the validity and legality of senior liens of record... 19. Mortgagee shall pay each year of indebtedness herein mentioned, when due according to the terms hereof... 21. All obligations of the mortgagee herein are joint and several.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD. The Instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. CHICAGO TITLE AND TRUST COMPANY, as Trustee.

DELIVERY INSTRUCTIONS: NAME M. L. C. CORPORATION, INC. STREET 2737 W. PETERSON AVENUE CITY CHICAGO, ILLINOIS 60659 OR 508 RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENT

22-404-354