

438-17

NOV 16 02-71-819K



TRUST DEED

22 546 952

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made November 9, 1973, between

Lloyd T. Petersen and Patricia Petersen, his wife
 herein referred to as "Mortgagors," and
~~XXXXXX TRUST COMPANY~~ Republic Bank of Chicago
 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 principal sum of One thousand seven hundred forty-seven and 92/100 (\$1,747.92) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~REPUBLIC~~ Republic Bank of Chicago, 6501 S. Pulaski Rd., Chicago, Illinois, and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of Six and three-quarters per cent per annum in instalments (including principal and interest) as follows:

Seventy-two and 83/100 (\$72.83) Dollars on the Twentieth day of December, 1973, and Seventy-two and 83/100 Dollars on the 20th 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 20th day of November 1975.

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 8% per annum, and all of said principal and interest being made payable at such banking 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 Republic Bank of Chicago in said City, 6501 S. Pulaski Road.

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, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

Lot 24 (except the North 25 feet thereof) and a part of Lot 25 in Central Park Avenue Subdivision being a subdivision of the South 5 acres of a square tract of 10 acres of land in the North West Corner of South 100 acres of the North East 1/4 of Section 23, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SECOND MORTGAGE TRUST DEED

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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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said 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), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, windows, floor coverings, in-door 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 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 hand S and seal S of Mortgagors the day and year first above written.

[SEAL] [SEAL]

X Lloyd T. Petersen [SEAL] XX Patricia A. Peterson [SEAL]

STATE OF ILLINOIS, I, Noreen McNicholas
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Lloyd T. Petersen and Patricia A. Peterson
 his wife
 are personally known to me to be the same person s whose name s 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 9th day of November, 19 73.

Noreen McNicholas Notary Public

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

Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical, or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building on the premises and the use thereof; (5) comply with all requirements of law or municipal ordinance in case of loss or damage to the premises, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of affecting said premises or content any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure additional indebtedness secured hereby, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much as to constitute a waiver of any right accruing to them on account of any default on the part of Mortgagors.

RECORDED BY CHICAGO TITLE AND TRUST COMPANY

FILED FOR RECORD Nov 16 '73 10 33 AM

CHICAGO TITLE AND TRUST COMPANY, Trustee. Identification No. 22546952

MAIL TO: Republic Bank of Chicago 6501 S. Pulaski Road Chicago, Illinois 60629

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 11313 S. Drake Avenue Chicago, Illinois

END OF RECORDED DOCUMENT