

UNOFFICIAL COPY

TRUST DEED (Illinois)  
For use with Note Form 1448  
(Monthly payments including interest)

JUN 18 74 8 18 370 • 22753899 • A  
1974 JUN 18 AM 10 44  
JUN 18 74 8 18 370 • 22753899 • A Rsc

RECORD OF DEED  
COOK COUNTY, ILL.

5.00

The Above Space For Recorder's Use Only

THIS INDENTURE, made June 8 19 74, between Charles N. Smith and Mary J. Smith, his wife, herein referred to as "Mortgagors," and Devon Bank, An Illinois Corporation

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer

Devon Bank 6445 N. Western Avenue Chicago, Illinois 60645

and delivered, in and by which note Mortgagors promise to pay the principal sum of Five Thousand and 00/100 Dollars, and interest ~~xxxx~~ included

on the balance of principal remaining from time to time unpaid at the rate of 7 per cent per annum, such principal sum and interest to be payable in installments as follows: One Hundred Seventeen and 66/100 Dollars on the 20th day of July 19 74, and One Hundred Seventeen and 66/100 Dollars on the 20th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not paid, shall be due on the 20th day of June 19 75; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each installment constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 7 per cent per annum, and all such payments being made payable at Devon Bank

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That part of Lot 10 lying Easterly of the Westerly 125 feet thereof and Southerly of the Northerly 182.01 feet thereof in Block 5 in the Village of Jefferson in Sect. 9 Township 40 North, Range 13 East of the Third Principal meridian in Cook County, Illinois.

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

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and to a party with said real estate and not secondarily), and all fixtures, apparatus, equipment, and articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, door coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the use 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 Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

Charles N. Smith

Mary J. Smith

(Seal)

(Seal)

(Seal)

(Seal)



I, the undersigned, a Notary Public in and for said County, do aforesaid, DO HEREBY CERTIFY that Charles N. Smith and Mary J. Smith, his wife

known to me to be the same persons whose names are to be foreclosed instrument, appeared before me this day in person, and acknowledged to me, and delivered to me an instrument as their voluntary act, for the uses and purposes therein set forth, without the release and the right of homestead.

19 74  
Notary Public

ADDRESS OF PROPERTY  
5106 N. Loveloy  
Chicago, Ill.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  
SEND SUBSEQUENT TAX BILLS TO

MAIL TO:

NAME DEVON BANK  
ADDRESS 6445 N. WESTERN AV.  
CITY AND STATE CHICAGO ILLINOIS ZIP CODE 60645

OR

RECORDER'S OFFICE BOX NO.

(Name)  
(Address)

DOCUMENT NUMBER  
22753899

DE

**END OF RECORDED DOCUMENT**