

TRUST DEED

LOAN NUMBER 15339TIO

Use with notes providing for precomputed interest

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 9th 1974, between Ernest Thomas and Mary Thomas, his wife, of the City of CHICAGO, County of COOK, and State of ILLINOIS

herein referred to as "Mortgagor," and Alan R. Edelson, of 2737 West Peterson Avenue 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 the sum of \$ 8,400.00 together with delinquency charges as therein provided, evidenced by a certain Note, of or guaranteed by one or more of the Mortgagor, or 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 delivered, in and by which said Note the Mortgagor promises the payee to pay or guarantee payment of the said Note in installments as follows: one installment payment of \$ 140.00 on the 9th day of SEPTEMBER 1974, and installment payments of the same amount on the 9th day of each month thereafter until the entire sum is paid, except that the final installment payment of \$ 140.00, if not sooner paid, shall be due on the 9th day of AUGUST 1979. 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 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 trust 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 situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL I: Lot 42 in Block 3 in Efflins Subdivision of Blocks 3 and 4 in Thompson and Holmes Subdivision of the East 1/4 acres of the North 60 acres of the Southeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known as: 5928 South Sanderson, Chicago, Illinois

PARCEL II:

Lot 35 and the South 8 1/3 feet of Lot 36 in Block 4 in John Walker's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Commonly Known as: 5733 South Morgan Chicago, Illinois

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 par with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, 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 intended 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 trusts herein set forth, free from all rights and benefits understood 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 seals of Mortgagor the day and year first above written.

Ernest Thomas (SEAL) Mary Thomas (SEAL) 5.00 (SEAL)

STATE OF ILLINOIS ) i. Dorothy Walewski ) Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK ) Ernest Thomas and Mary Thomas, His Wife

who are personally known to me to be the same as those whose name s/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, and that they are not subject to the provisions therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this AUGUST A.D. 19 74

Dorothy Walewski Notary Public

UNOFFICIAL COPY

