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Sherry L. Ober
REC'D 10/11/74

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CODE COUNTY, ILLINOIS
FILED FOR RECORD

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TRUST DEED

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EXC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made AUGUST 12, 1974, between JOHN FILIPELLO, A BACHELOR AND FERRIS FAIN FRITZ AND ELAINE D. FRITZ, his wife, herein referred to as "Mortgagors," and CENTRAL NATIONAL BANK IN CHICAGO, A NATIONAL BANKING ASSOCIATION, business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted as the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holder being herein referred to as Holders of the Note, in the principal sum of TWENTY TWO THOUSAND AND NO/100ths (\$22,000.00) - - - - - Dollars evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of SEVEN & EIGHT-TENTHS (7.8%) per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED EIGHTY ONE AND 29/100ths (\$181.29) Dollars on the first day of OCTOBER 1974 and ONE HUNDRED EIGHTY ONE AND 29/100ths (\$181.29) Dollars on the first day of each and every 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 first day of SEPTEMBER 1994. All such payments on account of the indebtedness contained in said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the portion of each instalment unless paid when due shall bear interest at the rate of eight per annum, and all of said principal 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 CENTRAL NATIONAL BANK IN CHICAGO in City.

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 instrument, and in performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the value so given, and past services rendered by the TRUSTEE, hereby acknowledge, to be given to the TRUSTEE, its successors and assigns, the following described Real Estate and all of the personal property and fixtures thereon situated in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

Lot 37 in Block 10 in Mills and Sons North Avenue and Central Avenue Subdivision in the South West quarter of section 33, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY
GLORIA M. RASMUSSEN
UNION REALTY MORTGAGE CO., INC.
100 WEST MARSHALL STREET, CHICAGO, ILLINOIS

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

TOGETHER with all improvements, tenements, fixtures, appurtenances thereto belonging, and all trees, bushes and plants thereof for so long during all the time the foregoing shall be owned by the Mortgagors (which are pledged personally) and of a parson with said real estate and not severable) and all apparatus, equipment or articles used or required in the operation of the foregoing, including, but not limited to, heating, lighting (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), airplane, window shades, storm shades, 2 windows, floor coverings, leaded lights, awnings, cases and water heaters. All of the foregoing are declared to be a part of said real estate whether physical attachment thereto or not. It is agreed that all other apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as a 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 of John Filippello and seal of Mortgagors the day and year first above written.

John Filippello [SEAL] Ferris Fain Fritz [SEAL]
FERRIS FAIN FRITZ
Elaine D. Fritz [SEAL] ELAINE D. FRITZ [SEAL]

GERALDYNE E. MILL [SEAL]

STATE OF ILLINOIS, ss. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN FILIPELLO, A BACHELOR AND

FERRIS FAIN FRITZ AND ELAINE D. FRITZ, his wife

doth, etc., personally known to me to be the same persons, whose names are 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 first and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of August, 1974.

Geraldine E. Miller Notary Public

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The image shows a document page with a prominent watermark. The watermark text is "Property of Cook County Clerk's Office" in a serif font, oriented diagonally from the top-left corner towards the bottom-right corner. The text is faded and has a light gray or white appearance against the background of the page.

16. Proprietary privilege is granted to make payments on principal, provided that such payment is made within one year after payment date of the note, and such payment in any calendar year shall not exceed twenty-five (25) per cent of the outstanding principal balance at the time of payment. In case of the failure to make such payment of a sum less than twenty-five (25) per cent of the principal during the first three years, or of a sum less than twenty-five (25) per cent during the next two years, and at no previous

17. No part of any principal thereof, shall be sold, converted, or
transferred without the written permission of the holder first had and
obtained, and the whole of the principal sum of the note, together
with all accrued interest thereon, and all other amounts due thereon,
shall remain unpaid together with accrued interest thereon, at
the election of the holder, shall immediately, without notice to any
borrower due and payable.

John F. Kelly **SEAL**
JOHN F. KELLY

In addition to the ordinary payment of principal and interest payable
by the maker of the note, the servicer would be required to pay to the holder
of the note or the servicing agent, which may be the same person as the
holder of the note, such sum as may be necessary to make up the
portion of participating in a relative share of principal and interest
payments of the underlying and such other amounts as may be reasonably
incurred in connection with the administration of the property and for the cost of
expenses of collection and enforcement on the property, including
but not limited to, attorney's fees and expenses, costs of collection,
to be held by the holder of the note or the servicing agent, and to be
allowance for interest, for the payment of which the servicer would have
special assignments, powers and rights, which require whether or
not coupled with title, to be exercised to effect the obligations of
the servicer to pay such taxes and special assessments held in trust.
The unexpired premium paid against loss or damage by the
lender. If, however, payments made by the servicer exceed the amount
of the principal and interest, the servicer shall not be entitled to pay
the unexpired premium, which shall not be sufficient to pay
the amount of the premium becoming due, then the servicer shall
pay the amount so demand to make up the deficiency. If, however,
the amount so demand for the purpose aforesaid exceed the amount necessary
to make such payment such excess shall be credited on subsequent
payments for those purposes to be made by the servicer.

Ferry Fair Ltd

FERRIS FAIN FRITZ
Elaine D. Fritz
ELAINE D. FRITZ

