UNOFFICIAL COPY

Ceine R. Olien COOK COUNTY, ILLINOIS FILED FOR RECORD APR 13'73 | 46 PF 22288524 22 288 524 TRUST DEED 566916 THE ABOVE SPACE FOR RECORDER'S USE ONLY April 12, 19 73, between THIS INDENTURE, made. JOHNNY SMITH and HAZEL SMITH, his wife, herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of SEVEN THOUSAND FIVE HUNDRED SIXTY-ONE and no/100(\$7,561.00) * * * CEORGE PEARSON and MARCELLA PEARSON as joint tenants,
as we'vered, in and by which said Note the Mortgagors promise to pay the said principal sum and intereston the balance of crincipal semulations. er denced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF REALDS. fror. of seva (%) per cent per annum in instalments (including principal and interest) as follows: ay of each month ONE HUNLARD THIRTY-FIVE (\$135.00) Maj Dollars of. lst thereafter until said note is fully paid was the thereafter RESERVED A COUNTY OF THE INDUSTRIBUTE SOURCE PRODUCT SOURCE PRODUCT OF THE INDUSTRIBUTE OF THE Unique PRODUCT OF THE balance and the remainder to I incipal provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per comm, 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 appoint...er, ... en at the office of George Pearson, 2557 W. Augusta Blvd. NOW, THEREFORE, the Mortgagors to secure the p? 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 an ecovenants and agreements herein contained, by the Morraggors to be performed, and also in consideration of the sum of One Dollar in hand paid, the recipit we', oue. Thereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Err, e and a of their estate, right, citize and interest therein, situact, lying and being in the COUNT OF CO The West Half of Lot 9 and all of Lot 10 in Block 2 in Ashfords Subdivision of the Scath Half of Block 4 in Brookline, being a subdivision of the South East Quarter of the North East Quarter of Section 27, Township 38 North, ŕ Range 14, East of the 3rd principal meridian (Commonly known as 718-20 East 75th Street, Chicago, J. L. nois Permanent Index No. 20-27-230-036 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 tents, issues at 1 p ofits thereof for so long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real tax, and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, 1, who more the property of the Homestead Exemption Laws of the State of Illinois, which said rights and benefit the Mortgagors of 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 the trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. and seal ...S.... of Mortgagors the day and year first above WITNESS the hand .. S. LARRY SMITH [SEAL] Tremayne E.Brigham STATE OF ILLINOIS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHNNY SMITH and HAZEL SMITH County of Cook personally known to me to be the same person_S_whose nameS are int, appeared before me this day in person and acknowledged that they ed the said Instrument as. Given under my hand and Notarial Seal this <u>12th</u>

2 288 524

tal.—Incl. Int.

Page 1

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

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

1. Mortgagors shall (1) proinply repair, restore 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 waste, and free from mechanics or other liens or claims for lien not expressly subpidinated to the lien hereof, 2(3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, subpidinated to the lien hereof, 2(3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, subpidinated to the lien hereof, 2(3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, subpidinated to the lien hereof, 2(3) pay when the process of erection upon said premises except as required by law or municipal ordinance, respect to the premises and the use thereof; (6) make no material attentions in said premises except as required by law or municipal ordinance.

2. Mortgagors shall be profited any target as all a general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, reverse charges, sewer service charges and state of the sewer sew

interest on unete, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When i.e. ind concess hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to forcelose the lien hereof, there shall be allowed and included as administration of the note for attorneys fees, Trustee's fees, appräser's expenditures and express which may be paid or incurred by or an behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, appräser's expenditures and express which expect it will be a trustee or holders of the note may deem to be reasonably necessary may be estimated as to tiems to be expended fees outlays for door antary and expert evidence, extenditures and examinations, title insurance policies, Tomens certificates, and similar data after entry of the occrete of proceedings and shartest feet in the saturation of the rate to insurance policies. Tomens certificates, and similar data and saturance with respect 1 title as Trustee or holders of the note may deem to be reasonably necessary such source to expended the behavior of the proceedings and expenses of hidders and shart particular that the nature in this paragraph to the or shall become so much additional indebtedness secured hereby and mediately due and payable, with interest thereon at the rate of seven per or . per annum, when paid of incurred by Trustee or holders of the note in connection with (a) any proceedings including the party, either as plantiff, claimant or default, by reason of this trust deed or any robate and bankruptcy proceedings, to w' in e. er of them shall be a party, either as a plantiff, claimant or default, by reason of this trust deed or any robate and bankruptcy proceedings, to w' in e. er of them shall be a party, either as plantiff, claim

principal and interest remaining unpaid on the note; fourt' ar overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights, may appear?

9. Upon, or at any time after the filing of a bill to fore for this trust deed, the court in which such bill is filed may appoint a receiver of said premiser.

9. Upon, or at any time after the filing of a bill to fore for the same shall be the control of the control of the same shall be then occupied as a homestead or not and the application for such neceiver and without regard to the then was of the price, so of whether the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of the same shall be then occupied as a homestead or not and the rest of a sale and delicition. I during the full statutory period of redemption, whether there is redemption or not, as well as during any further times when Mortgagors, except for the in not an account of the same shall be the control or the endowed the runs, susce and profits, as well as during any further times when Mortgagors, except for the in not an account of the same shall one of the same shall be the rest of the same shall be the same shall be the control or the same shall be the runs, susce and profits, as well as during the whole of said period. The Court from time to time may authorize be re cive to apply the net income in his hands in payment in whole or in part of the promoter of the lien hereof or of such decree, provided such application

party interposing same in an action at law upon our note netwo securious.

1. Trustee or the holders of the notes shall have the right to inspect the premises at all east better the holders of the notes shall have the right to inspect the premises at all east better than the property of the signatures of the property.

12. Trustee has no duty to examine the title, location, existence or condition of the premiser of the inquire into the validity of the signatures or the residentity, capacity, or authority of the signatures on the note or trust deed, nor shall Trustee be lated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereind, either the state of the property of the signatures of the property of the signatures of the presenting may note that of the agents of employees of Trustee, and it may require indemnities satisfactory to it to be care cising any flower herein given missionants or that of the agents of the signature of the signature state of the signatur

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY

CEORGE PEARSON
2557 West Augusts L
CHICAGO 60622

PLACE IN RECORDER'S OFFICE BOX: NUMBER_

718-20 6.75

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE