

MAY 29 62-27-7410

133-1

TRUST DEED

22 340 246

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 27, 19 73, between NOEL T. MAXSON and NANCY B. MAXSON, his wife, of the Village of River Forest County of Cook State of Illinois herein referred to as "Mortgagors," and AVENUE STATE BANK an Illinois corporation doing business in Oak Park, 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 THIRTY EIGHT THOUSAND AND NO/100THS (\$38,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of seven (7%) per cent per annum in instalments as follows: TWO HUNDRED NINETY-FIVE AND NO/100THS (\$295.00) Dollars or more on the 1st day of July 1973 and TWO HUNDRED NINETY-FIVE AND NO/100THS (\$295.00) Dollars or more on the 1st 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 1st day of June 19 93. 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 then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company 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 Avenue State Bank, Oak Park, Illinois.

NOW, THEREFORE, the Mortgagors do hereby acknowledge 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:

See Rider Attached and Expressly Made A Part Hereof;

R I D E R

Unit No. TH - 9, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):
 Lot 9 and the North 132 feet of Lot 10 in Block 2 in Kettlestrings Addition to Harlem, being a Subdivision of the North part of the North West quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and which survey is attached as exhibit "A" to Declaration of Condominium made by The Lawndale Trust and Savings Bank, a National Banking Association, as Trustee under Trust Agreement dated June 10, 1971, and known as Trust No. 3787 in the office of Recorder of Cook County, Illinois as Document No. 22240167; together with an undivided 1.556% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

Mortgagors also hereby grant to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

22 340 246

UNOFFICIAL COPY

Property of Cook County Clerk's Office

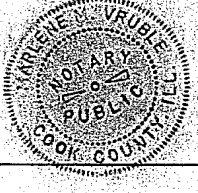
which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in priority 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, awnings and windows, floor coverings, indoor 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.

Nancy B. Maxson (SEAL) Noel T. Maxson (SEAL)
Nancy B. Maxson (SEAL) Noel T. Maxson (SEAL)

STATE OF ILLINOIS I, MARLENE M. VRUBLE
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of COOK NOEL T. MAXSON AND NANCY B. MAXSON, HIS WIFE



who are personally known to me to be the same person s whose name s are subscribed to the above
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, including the release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 22nd day of May, A. D. 19 73.
Marlene M. Vruble
Notary Public.

22 340 246

