

# UNOFFICIAL COPY

GEORGE E. COLE LEGAL FORMS FORM No. 206 May, 1969

23 513 174

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

The Above Space For Recorder's Use Only

TRUST DEED made June 2, 1976 between Edward Spence and Flora Spence, his wife National Bank of Albany Park in Chicago

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 Beuter

and delivered, in and by which note Mortgagors promise to pay the principal sum of One Thousand Five Hundred Twenty Six and 10/100 Dollars, and interest thereon

to be payable in installments as follows: Fifty and 87/100 Dollars on the 25th day of July, 1976, and Fifty and 87/100 Dollars on the 25th 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 25th day of December, 1978; 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 of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of per cent per annum, and all such payments being made payable at National Bank of Albany Park in Chicago

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 at once 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

Maywood COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The N. 40 feet of a tract of land described as the W. 1/2 of that part of Lot 1 in Block 8 lying E. of 21st Avenue (except the N. 506 feet thereof, the said 506 feet including 40 feet dedicated for the S. 1/2 of Washington Blvd., and further excepting the S. 33 feet of Lot 1 dedicated for the N. 1/2 of Warren Ave.) in Proviso Land Association addition to Maywood, in Section 10, Township 39 N., R. 12, E. of the 3rd Principal Meridian.

PREPARED BY: ROY S. VERGO, VICE PRESIDENT NATIONAL BANK OF ALBANY PARK IN CHICAGO 3424 W. LAWRENCE AVENUE, CHICAGO, ILLINOIS 60625

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances therein 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 on a parity with said real estate and not secondarily); and all fixtures, apparatus, equipment or articles now or hereafter 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, floor coverings, masonry 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 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 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 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.

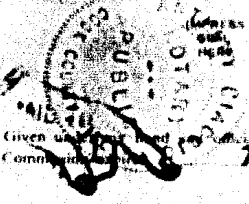
Witness the hands and seals of Mortgagors the day and year first above written.



(Seal) Edward Spence (Seal) Edward Spence (Seal) Flora Spence (Seal) Flora Spence

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Edward Spence and Flora Spence, his wife personally known to me to be the same person whose name is set forth subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as true 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 official seal this second day of June 1976 Notary Public

ADDRESS OF PROPERTY 639 S. 21st Avenue Maywood, Illinois

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

NAME National Bank of Albany Park

MAIL TO ADDRESS 3424 W. Lawrence Avenue

CITY AND STATE Chicago, Ill. ZIP CODE 60625

Form 9128

DOCUMENT NUMBER 23513174



