

UNOFFICIAL COPY

Property of Cook County Clerk

23 622 948

TRUST DEED AND NOTE

Hanover Park

Cook

THIS INDENTURE WITNESSETH, that the undersigned as Grantors, of Cook County of Cook and State of Illinois, for and in consideration of the sum of one dollar and other good and valuable considerations, in hand paid, convey and warrant to the grantee, ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois, to wit: Lot 11 in Block 6 of Hanover Park 1st Addition being a sub. of the N 100 acres of the NE 1/4 of Sec. 36, T 41 N, R 9 E of the 3rd Pm. 1st CGI.

herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In trust nevertheless, for the purpose of securing performance of the following obligation, to wit:

\$ 17,216.40

for value received we promise to pay to the order of ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 100ths a corporation of the United States of America, the sum of Seventeen Thousand Two Hundred Sixteen & 100ths Dollars at the office of the legal holder of this instrument and interest on the balance of principal remaining from time to time unpaid at the rate of 12 percent per annum, such principal sum and interest to be payable in installments as follows:

One Hundred Forty Three & 47/100ths Dollars on the 27th day of October, 1971, and One Hundred Forty Three & 47/100ths Dollars on the 27th 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 27th day of October, 1971.

all such payments on account of the debt to be evidenced by this 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 be interest after the date of payment thereof, at the rate of seven percent per annum.

GRANTORS agree and consent to pay said indebtedness and the interest thereon, as herein provided, and to pay taxes and assessments upon said property, shall do to keep the buildings thereon insured to their full insurable value, and promptly repair or restore or rebuild any buildings on, or hereafter on the property, which may become damaged or be destroyed to pay all prior mortgages and the interest thereon as the same may become due, and to keep the property tenantable and in good repair and free of liens.

IN THE EVENT of failure of grantors to pay the taxes or assessments, or to secure or to pay the prior mortgages or the interest thereon when due, grantors may procure such insurance, or pay such taxes or assessments, or discharge any liens or tax lien or title affecting said property, or pay all prior mortgages, and the interest thereon from time to time as such becomes due, and all money so paid, the grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment of seven percent per annum, shall be so much additional indebtedness incurred hereby.

IN THE EVENT of a breach of any of the above said agreements or covenants the whole of said indebtedness, including principal and all accrued interest shall, at the option of grantors, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a mortgage had been charged by express terms.

IT IS AGREED by the grantors that all expenses or disbursements paid or incurred in behalf of grantee in connection with the foreclosure hereof, including but not limited to, reasonable attorney fees, court costs, court reporters fees, publication expenses, title curative costs shall be paid by grantors, and the like expenses and disbursements, as incurred by any suit or proceeding against the trustee, as trustee, or the holder of the indebtedness hereunder may be a party, shall also be paid by the grantors. All such expenses or disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings. The grantors, for said grantors, and for the heirs, assigns, administrators and assigns of said grantors, waive all rights to possession of, and income from, said property pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which said bill is filed, may at once and without notice to said Grantors, or to any party claiming under said Grantors, appoint a receiver to take possession and charge of said property with power to collect the rents, issues and profits of said property.

IN THE EVENT of the death or removal of the Trustee to act, or of its refusal or failure to act, then the acting Receiver, if there be of Cook County, is hereby appointed to be the successor in this Trust. And when all the aforesaid covenants and agreements are performed the Trustee, or its successor in trust, shall release the premises to the party entitled thereon relieving his responsible charge.

Witness my hand and seal this 14th day of October, A.D. 1971
Thomas C. Smith (SEAL)

Witness my hand and seal this 14th day of October, A.D. 1971
Mary Jane Smith (SEAL)

ST. PAUL FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

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1976 SEP 3 AM 9 21

STATE OF Illinois
Cook County

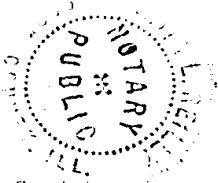
Anita L. Reilly

a Notary Public, in and for said County, in the State aforesaid,
do hereby certify that Thomas C. Smith and Mary Jane Smith
his wife 10.00

personally known to me to be the same person whose name(s) 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 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 Notary Seal this 22ND
day of March A.D. 1977

Notary Public.



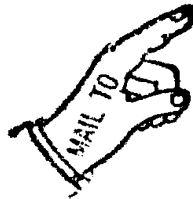
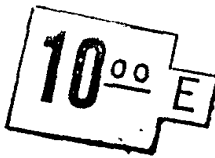
My Commission expires March 19, 1977

Trust Deed and Note

TO

HIP Loan No. 7-3314

Smith, Thomas C. and Mary Jane
1653 Linden Ave.,
Hanover Park, Illinois



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END OF RE