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CATER DA (E) :

## TRUST DEED 23 757 1938

Sidney K. ailien HETOFEER OF DEEDS \*23757938

Single Marketing and

THIS INDENTURE, made December 22 1976 between BERRY O. JAM. and CHARLES CHAMBERS, d/b/a C & J Investment Co., an Illinois Partnership BERRY O. JAMES, JR.,

rein 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 holders of the Instalment Note hereinafter described, said

legar ho' der or holders being herein referred to as Holders of the Note, in the principal sum of

T'IR) E THOUSAND (\$3,000.00)---AND-NO/-00---evidenced by on certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

One Hundred fifty (\$150 Jf) or more of January 19 77 and Cne Hundred fifty (\$150,00) the 22nd day of each Month the after until said note is fully \_ Dollars or more on the \_ Dollars or more on the 22nd day of each Month ther after until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 22nd day of August 19 78. AND SOUTH AND AUGUST. 

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 trust deed, and the performance of the covenants and agreements bettein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in narry [nat], the register whereof is hereby exhonwledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assign the pllowing described Real Estate and all of their estate, right, and the contained of the contain

The South 10 feet of Lot 13 and the North 10 feet of Lot 14 in Cleaver's Subdivision of the East 2 acres of the North West 1/4 of the North East 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. \*\*\*

In the event that any principal payment is delinquent for 60 cr more day then interest shall be paid on the principal balance at the rate of 6% per

This is a part purchase money mortgage.

This instrument prepared by: John T. Jones, 7 W. Madison St., Chicago, Ill.

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 rents, ssc snad profits thereof for so long and during all such times as Mortagaors may be entitled thereto (which are pledged primarily and on a parity with season and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat gas, a conditioning, water, light, power, refrieteration (whether single units or centrally controlled) wentilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters, all of the storegoing are declared to be a part of said real estate whether physically attached thereto or, and it is agreed that all similar appraise 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.

equipment of articles nereatter paceu in the premises of the management 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 <u>s</u> and scals of Mortgagors the day and year first above written. 0. D/B/AC§ J Mivestment o, an Miggis Partúership

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY SS That BERRY O. JAMES, JR., and CHARLES CHAMBERS.

d/b/a C & J Investment Co., an Illinois Partnership.

who are personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, scaled and delivered the said Instrument as their free and Cook WAROUM who \_\_\_\_\_ insu-they \_\_\_\_\_ act, for PUBLIC aluntary act, for the uses and purposes therein set forth. Notarial Scall H December

THE UNDERSIGNED

Merren Ether Notary Publi

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payn
R. 11/75

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STATE OF ILLINOIS.

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

HIR COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I GIBE REVERSE SIDE OF THIS TRUST DEED:

1. Mortgoors shall tay groundly repair, restine or robuld and holdings or improvements now or become to mechanic's or other free or claims of the fine not expressly wholed finated is the lies network (e.g. pay when due any indebtedness which may be secured as he not express on the premises superior to the lien heroof, e.g. pay when due any indebtedness which may be secured as he not express on the premises superior to the lien heroof, e.g. pay when due any indebtedness which may be secured here from the premises of the premises of the discharge of such prior lien to Transfer of the premises of the complex with all requirements to the or manaripal ordinances with respect to the premises and the useful for any manufacture of the prevention of the premises and premises and premises expert as required by law or manaking ordinances.

2. Mortgoors shall be deep of buildings and improvements of the prevention of the prevention to Trensferred. The make me analytical receipts theretor. To prevent default hereunder Mortgoors shall pay in tall under protest, in the names provided by statute, any tax or assessment which Mortgoors may also make consolinately and interesting the prevention of the prev

inderitedness carried access of a shall decree, provided such application is made prior to foreclosic so that the deficiency in case of a sale and dericiency.

10. No action for the entires, among of the lien or of any provision hereof shall be subject to any disease. Which would not be good and available to the party integressing same in an action at law upon the note hereby secured.

11. France or the basics of the note shall have the right to inspect the premises at all reason ble times and access thereto shall be permitted for that purpose.

12. France has the desired accessing the title, beation, existence or condition of the premises, or to squess into the validity of the signatures or the identification of authority of the signatures on the right of methods and the signatures of the intentity, among a nationary of the signatures on the note of the signatures on the note of the signatures of the intentity, among nower herein even index expressly obligated by the terms before, not be liable for at, as, or omissions hereinder, except in ease of a construction of a subject of the construction of the signatures of the signatures of the construction of the signatures of the signatures of the construction of the signatures of the signatures of the construction of the signatures of the signatures of the construction of the signatures of the construction of the signatures of the signatures of the signature of the signatures of the signatures of the signature of the signature of the signatures of the signature of the signatures of the signature of the signature

been recorded or filed. In case of the transmation, inability or retinal to not of Trustee, the then Recorder of Deeds of the county in which the premises are statuted skall be Siccessor in Trust. Am. Siccessor in Trust Deed and aid pressors claiming under or through Mortgagors, and the world "Mortgagors" when used herein shell include all such persons table persons liable for the payment of the indictionances or any part thereor, whether or not such persons table have executed the note or this Trust Deed. The world more when used in this instrument shall be construct to mean more of successor shall receive for its services a fee as determined by its rate schedule in effect when the televole deed is second. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the televole deed is second. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!

LOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECERED BY THIS TRUST DELEDENCE THE BELL BEING BY CHICAGO THE AND TREST COMPANY, TRESTEE, BELOTE THE TRUST DELD IS THE DECREE. CHICAGO,TITLE AND TRUST COMPANY.

alice of

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

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PLACE IN RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT