TRUST DEED

23 995 7.46

ORDER OF DEEDS

613 PH 177

\*23995746

STTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

r.ae 24.

19 77, between

ALEXANDER GOLDSMITH and FLRN GOLDSMITH, his wife

herein referred to as "Mortgagors," and CHICAG JT T1 E AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, wit esseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 FIVE THOUSAND and NO/100 (\$35,000.00)

Dollars

evidenced by one certain Instalment Note of the Mortgagors of cze i date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pa/ the said principal sum and interest from July 25, 1977, on the balance of principal remaining from time to time unpaid at the rate weas/provided provided provided was another in instalment Note provided was another in instalments (including principal and interest) is follows:

Two Hundred Ninety Eight and 23/100 (\$298.23)

of August

19 77, and Two Hundred Ninety Eight and 23/100 (\$298.73)

Dollars or more on the 25th day of each and every/month thereafter until said note is fully paid except that the Gral ayment of principal and interest, if not sooner paid, shall be due on the 25th day of July 19 97. And the principal of each instalment unless paid when due shall bear interest at the rate of nine(9)/per cent of nine(9)/per annum, and all of said principal and interest being made payable at such banking house of trust company in

Chicago Illinois, 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 LINCOLN NATIONAL BANK in said City,

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 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

PARCEL 1:

THE WEST 17.01 FEET OF THE EAST 40.68 FEET (BOTH MEASURED ALONG THE SOUTH LINE) OF LOT 9 IN BLOCK 1 IN COLLEGE GREEN SUBDIVISION OF PART OF THE WEST HALF OF THE MORTH WEST QUARTER OF SECTION 36, TOWNSHIP 41 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1A:

23 <u>995 (4</u>6

EASEMENT OVER THE WEST 20 FEET OF LOT 9 AFORESAID FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS, DATED MARCH 28, 1962 AND RECORDED APRIL 23, 1962 AS DOCUMENT 18454951 AND SHOWN ON THE PLAT ATTACHED THERETO MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED

DECEMBER 1, 1959 AND KNOWN AS TRUST NO. 10540 AND AMENDMENTS TO SAID
DECLARATION DATED SEPTEMBER 18, 1962 AND RECORDED SEPTEMBER 18, 1962 AS
DOCUMENT 18594177 AND AS FURTHER AMENDED BY INSTRUMENT RECORDED JULY 31,
1964 AS DOCUMENT 19201621 AND AS CREATED BY DEED FROM WINSTON GARDENS,
INC. TO HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO DATED APRIL
7, 1975 AND RECORDED MAY 7, 1975 AS DOCUMENT 23074704, ALL IN COOK COUNTY
ILLINOIS

N30 65

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## **UNOFFICIAL COPY**

The Columbia This Instrument Was Prepared By:
Dan Aiken, vice President
LINCOLN NATIONAL DANK
3959 North Lincoln Avenue
Chicago, Illinois 606-3

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, ssues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity wt said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply be t, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without reartism or repoint), servens, window shades, storm doors and windows, floor coverings, landor beds, awnings, stows and water heaters. All a 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 app ratus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting 1 rt 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 tights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The coveragns, conditions and provisions appearing on page 2 (the reverse side of

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,

encossors and assigns	and scal s of Mortgagors the day and wear first above written.  [SEAL]
	[SEAL] tun fallmunt [SEAL]
STATE OF ILLINOIS,	I, DAN AIKEN SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of <u>Cook</u> )	THAT ALEXANDER GOLDSMITH and FERN GOLDSMITH, his wife
	no are personally known to me to be the same persons whose name sare subscribed to the region instrument, appeared before me this day in person and acknowledged that they signed, scaled and delivered the said Instrument as their free and
	Given under my hand and Notarial Scal His 2 day of :/ VNF 19 77.
0.	Notary Public

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

1. Muripapers shall (a) promptly repair, restore on rebuild any buildings or improvements now or hereafter for on mechanic's or other lieus the premise superior to the lieu hereaft, and upon required with any account demander of the premises and the form mechanic's or other lieus the premises superior to the lieu hereaft, and upon required within a reasonable time any building or buildings now or at any sline in process creation upon said near the premises superior to the lieu hereaft, and upon required by law or municipal ordinance.

2. Mortgagers shall pay before any penulty attacks all general tases, and shall pay special tases, special assessments calenges, swere disputed by law or municipal ordinance.

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11. History of the montes of the note shall have the right to inspect the premises at all reasonable than ar. I access thereto shall be remitted for that purpose.

12. Turstee has no duty to examine the title, location, existence or condition of the premises, or to inquise a contract of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, nor shall Trustee be obtgang 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 (constraints) and the major require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory by Lace that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the equivalent of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness requested of a success (constraint) and the produce and exhibit to Trustee the note, representing that all indebtedness and such as been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a success (constraint) and the produce and exhibit to Trustee the note of the paid of the record of the note and which put (constraints) are the executed by the persons herein designated as the makers thereof; and where the clease is requested of the note and which put, as the executed by the persons herein designated as the makers thereof; and where the clease is requested of the original trustee and it has not placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms much the execution for the note and which purports to be executed by the persons herein designated as makers thereof; and where the clease is r

persons herein designated as makers thereof.

14. Trustee may respon by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are strated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are herein given frustee.

15. This Trust Deed and all provisions her of, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in his instrument shall be construct to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any 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!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

613057 Identification No. CHICAGO TITLE AND TRUST COMPANY. d 8 mtl

MAIL TO:

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LINCOLN NATIONAL BANK 3959 North Lincoln Avenue

Chicago, Illinois 60613 PLACE IN RECORDER'S OFFICE BOX NUMBER RETURN TO

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3032 West Pratt

Chicago, Illinois

60645

WWW.COCKERSON

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19. Mortgagors agree to pay to the legal holder of Note in addition to all other payments to be made by the mortgagors hereunder, additional monthly repments of 1/12th of the annual general taxes as such general taxes are from time to time estimated by the legal holder of Note shall not be rightly for the payment of any interest on such fund. The mortgagors shall be entitled to a such of the payments made by them to the legal holder of Note for the general taxes of any particular year upon furnishing to the legal holder of the Note satisfactory evidence of the payment of such taxes by them. In default of payment of such general taxes by the mortgagors when due, the legal holder of Note may make payment of the same.

END OF RECORDED DOCUMENT