

UNOFFICIAL COPY

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

323 001 379

THIS INSTRUMENT made February 14, 1975 between Robert Collins, Jr. and Etta Ruth Collins, his wife
Devon Bank, an Illinois Banking Corporation

herein referred to as "Trustee" witnesseth: That Whereas Mortgage Note No. 323 001 379 of principal promissory note

and delivered in and by which note Mortgage Note No. 323 001 379 of principal promissory note of Five Thousand Six Hundred Thirty Two and 80/100

on the balance of principal remaining from time to time unpaid at the rate of 6.50 percent per annum such principal sum and interest to be payable in installments as follows: Ninety Three and 88/100 Dollars on the 30th day of March 1975 and Ninety Three and 88/100 Dollars on the 30th day of each and every month thereafter until said note is paid in full for the full payment of principal and interest of said note shall be due on the 30th day of February 1980

at such other place as the legal holder of the note may from time to time by writing appoint which note further provides that in the event of the legal holder thereof and without notice to the principal sum remaining unpaid together with accrued interest thereon shall become due and payable at the place of payment a default in case of default in the payment when due of any installment of principal or interest in accordance with the terms thereof or in case of default shall occur and continue for so long as 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 and thereafter without notice and that all parties thereto 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 Mortgage Note to be performed and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged Mortgage Note by these presents CONVEY and WARRANT unto the Trustee its heirs 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:

Lot 6 in the subdivision of lots 10 to 14 inclusive in Block 4 in Derby's Addition to Chicago, a resubdivision of lots 20, 23 to 29 inclusive lots 33 to 63 inclusive, lots 70, 71, 72, 74, 75, 76, 78 & 79 in C. J. Hull's Subdivision of the West 1/2 of the Southeast 1/4 of Section 9 Township 36 North Range 13 ETPM in Cook County Ill.

which with the property hereinafter described is referred to herein as the premises. TOGETHER with all improvements thereon easements and appurtenances therein including and all rents issues and profits thereof for so long and during all such times as Mortgage Note may be unpaid thereby which rents issues and profits are to be paid regularly and on a party with said real estate and not accountably and all fixtures apparatus equipment and articles now or hereafter thereon or thereon used to supply heat gas water light power refrigeration and air conditioning whether single units or centrally controlled and ventilation including without limitation the foregoing screen window shades awnings storm doors and windows floor coverings major beds and water heaters and all buildings and additions and all contents and other apparatus equipment and articles now or hereafter placed in the premises by Mortgage Note or their successors or assigns shall be part of the mortgaged premises

TO HAVE AND TO HOLD the premises unto the said Trustee its heirs successors and assigns forever for the purposes and upon the terms and trusts herein set forth free from all claims and liens other than those of the State of Illinois which are hereby acknowledged by the Mortgage Note and hereby Mortgage Note 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 binding on Mortgage Note, their heirs successors and assigns

Witness the hands and seal of Mortgage Note the day and year first above written

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Robert Collins, Jr.
Robert Collins, Jr.

Etta Collins
Etta Collins

State of Illinois, County of

I the undersigned a Notary Public in and for said County of Cook in the State of Illinois DO HEREBY CERTIFY that Robert Collins, Jr. and Etta Collins, his wife

personally known to me to be the same persons whose names 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 official seal this 13th day of February 1975
Commission Expires February 22, 1978

day of February 1975
Gloria Diane Respald
Notary Public

ADDRESS OF PROPERTY
207 N. LeClaire
Chicago, Ill.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

NAME Devon Bank
MAIL TO: ADDRESS 6445 N. Western Ave.
CITY AND STATE Chicago, Ill. ZIP CODE 60645

OR RECORDER'S OFFICE BOX NO.

(Name)
(Address)

DOCUMENT NUMBER
23001079

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DEED, AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS.

[illegible][illegible]

1. Mortgagee of a property, which is mortgaged to him by a mortgagor, is not liable for the cost of lighting and ventilation of the property, if he is not repairing the same, in the absence of any express contract between the parties. *Indra Prasth Properties v. Municipal Corporation, Delhi* (1967) 1 S.C.R. 180.

[illegible][illegible]

At the close of the trial, the court found that the defendant had obtained the mortgage by fraud and that the mortgage was void.

[illegible]

of the program. The program is designed to be a self-contained unit that can be used in a variety of settings. It is designed to be a self-contained unit that can be used in a variety of settings. It is designed to be a self-contained unit that can be used in a variety of settings.

[illegible][illegible][illegible][illegible]

for the full text of this article, please go to the journal web site at <http://www.blackwellpublishing.com/journals/joc>.

[illegible][illegible][illegible]

IMPORTANT: The Installment Note mentioned in the within Trust Deed has been
 FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CR STATE RECORDS AND TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

1. *Phragmites australis* (Cav.) Trin. ex Steud.

• **USING**