

# UNOFFICIAL COPY

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

RECEIVED IN THE OFFICE OF THE RECORDER OF DEEDS

RECORDED ON FEBRUARY 14, 1978

THIS INDENTURE made February 14, 1978, between Robert Collins, Jr. and Etta Ruth Collins, his wife, and Devon Bank, an Illinois Banking Corporation,

herein referred to as "Trustee," witnesseth, That Whereas Mortgagor, et al., doth desire to become holder of a principal promissory note

and delivered in and by which said Mortgagors promise to pay the principal sum of Five Thousand Six Hundred Thirty Two and 80/100----- Dollars and interest thereon from February 14, 1978

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, 1978 and Ninety Three and 88/100----- Dollars on the 30th day of each and every month thereafter until said note shall be paid in full; or by the first payment of principal and interest if not sooner paid, shall be due on the 30th day of February, 1980, or at such payment in 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 be paid in full, and the last for payment thereof at the rate of 7.0 percent per annum and all such payments to be made payable to Devon Bank, 6445 N. Western Ave., Chicago, Ill.

at such other place as the legal holder of the note may from time to time designate upon which note further provides that in the election of the legal holder, the rate of interest on the principal sum remaining unpaid thereon, whether a charged interest thereon shall become 8% once due and payable at the place of payment agreed to in case default, fails to make 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 expiration of said three days without notice, and that no 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 amount 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, Mortgagor, by these presents, CONVEYS and WARRANTS unto the legal heirs of his successor, and assigns, the following described Real Estate and all of their estates, right, title and interest therein, situated 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 subdivision 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 Side of the Northeast corner of Section 9 Township 38 North Range 13 ETPM in Cook County Ill.

which with the property heretofore described is referred to herein as the premises,  
TO HOLD THE PREMISES AND THE LAND THEREON, together with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits therefrom, for so long and during as such times as Mortgagors may be entitled thereto, which rents, issues and profits are to be paid quarterly and on a par with real estate and not secondarily, and all fixtures, apparatus, equipment and articles now or hereafter thereon or therein used to supply heat, gas, water, light, power, refrigeration and air conditioning, whether singular units or common, centralized and separately including, without straining the foregoing, screens, window shades, storm doors and windows, fire escapes, boiler, heating, water, hot water, and water closets, all of the foregoing are declared and agreed to be a part of the mortgaged premise, whether previously erected heretofore or not, and it is agreed that all buildings and additions and of similar or other apparatus, equipment or articles after 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 Robert Collins, Jr. and Etta Collins, his wife, for the purposes and uses he uses and transmits herein set forth free from all rights, demands, under-purposes, and all other encumbrances, except the musical exemption laws of the State of Illinois which are hereby acknowledged.

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 hereto 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, he has and seal first above written.

PLEASE  
PRINT OR  
TYPE NAMES  
BELOW  
SIGNATURES

Robert Collins, Jr.  
Robert Collins, Jr.

Etta Collins  
Etta Collins

I, the undersigned, a Notary Public, and for said persons in the State aforesaid DO HEREBY CERTIFY that Robert Collins, Jr. and Etta Collins, his wife personally known to me to be the same person as whose name is are subscribed in 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.

13<sup>th</sup> day of February 1978  
Gloria Diane Reynolds  
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)

(Address)

23001079  
DOCUMENT NUMBER

NAME Devon Bank  
MAIL TO: ADDRESS 6445 N. Western Ave.  
CITY AND STATE Chicago, Ill. ZIP CODE 60645  
OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

# UNOFFICIAL COPY

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

1. Mortgagors shall keep in full repair, and from time to time, all buildings or improvements now or hereafter situated upon the premises described in the Trust Deed, and pay all taxes, assessments, service charges and other charges, which may be levied or imposed on the same, or upon the property or any part thereof, due to any indebtedness which may be created by the Mortgagors, now or at any time in the future, in respect of the same, or any part thereof, or the premises and the same shall be paid without notice or demand, previously consented to, or given by the Lender.

2. Mortgagors shall pay all taxes, assessments, service charges and other charges, which may be levied or imposed on the premises, the original or duplicate copy of the bill or statement, or tax or assessment, any tax or assessment may be filed.

3. Mortgagor will cause the same to be repaired, maintained and kept in good and safe condition, and pay all taxes, assessments, service charges and other charges, which may be levied or imposed on the premises by reason of any damage thereto, and repair the same in accordance with the laws and ordinances, rules and regulations, available, in effect at the time of the occurrence of such damage, and cause to be attached thereto a certificate of payment of all taxes, assessments, service charges and other charges which may be levied or imposed on the premises.

4. Mortgagor will cause the same to be repaired, maintained and kept in good and safe condition, and pay all taxes, assessments, service charges and other charges, which may be levied or imposed on the premises by reason of any damage thereto, and repair the same in accordance with the laws and ordinances, rules and regulations, available, in effect at the time of the occurrence of such damage, and cause to be attached thereto a certificate of payment of all taxes, assessments, service charges and other charges which may be levied or imposed on the premises.

5. The Lender may do any work which may be necessary for the repairing and maintaining of the premises in the manner and to the extent which he deems necessary.

6. Mortgagor shall make application to the State Board of Illinois for the issuance of a Building Permit, and Debtor shall furnish attorney for the same, and pay all costs of such application.

7. Where the same may be required by law, or by a building code or ordinance of a city or town, or by any authority having power to require the same, or by the Lender, then Debtor will cause to be obtained additional insurance, including fire, as required by law, or by the Lender, or by any authority having power to require the same, and pay all premiums thereon, and Debtor will cause to be obtained insurance, including fire, as required by law, or by the Lender, or by any authority having power to require the same, and pay all premiums thereon.

8. The Lender is entitled to receive, at any time, a sum equal to the amount of principal of the debt, and interest thereon, and attorney fees, and expenses, which may be incurred by the Lender in connection with the same, and the amount so received may be held as a credit upon the amount of principal and interest, and attorney fees, and expenses, which may be incurred by the Lender in connection with the same.

9. Debtor, or his agent, shall pay all taxes, assessments, service charges and other charges, which may be levied or imposed on the premises, the original or duplicate copy of the bill or statement, or tax or assessment, any tax or assessment may be filed.

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50. The Installment Note mentioned in the within Trust Deed has been recorded in the Office of the Clerk of Cook County, Illinois.

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUST DEED WHEN THE TRUST DEED IS FILED FOR RECORD.

Trustee

23 JULY 1979

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON THE 23RD DAY OF JULY, 1979, AT PAGE 4, LINE 500, IN BOOK 1678, PAGE 269, AS A TRUST DEED.