

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made **January 4**, 1975, between

MICHAEL P. HERMAN and KATHLEEN R. HERMAN, his wife
herein 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 holder or 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

Two Thousand Four hundred Thirty-six and 38/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by whom said Note the Mortgagors promise to pay the said principal sum and interest from month to month on the balance of principal remaining from time to time unpaid at the rate of 5 per cent per annum in instalments (including principal and interest) as follows:

One Hundred Fifty and no/100 or more Dollars on the **1st** day of **February**, 1975, and **One Hundred Fifty and no/100** Dollars or more on the **1st** day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be on the **1st** day of **June**, 1976.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of 5 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in **Chicago Ridge**, Illinois, to the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of **Emily C. Nichols, 10434 S. Natoma, Chicago Ridge, Illinois**, in said City;

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal and 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 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, do by these presents UNQUOTE **DO HEREBY GRANT** to the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situated, lying and being in the COUNTY OF **Cook**, STATE OF **ILLINOIS**.

TO WIT:

Lot 3 in Block 5 in Frederick H. Bartlett's Greater 79th Street Subdivision, being a Subdivision of the South West 1/4 of the South East 1/4 and the South East 1/4 of the South East 1/4 of Section 19, and also the South West 1/4 of the South West 1/4 of Section 26, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

JEROME T. MURPHY
1177 N. WYNDHAM AVE
CHICAGO, ILLINOIS 60643
PHONE: 3-0575

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom arising and during all such times as Mortgagors may be entitled thereto which are pledged hereby and a parley with said trustee and mortgagors, the said all apparatus, equipment or articles of whatever kind or character, now or hereafter used or applied by the mortgagors in connection with the foregoing, whether simple or complex, and all alterations, including, without limitation, the foregoing, additions, sheds, storm windows, and other similar fixtures, including, without limitation, stove, and all fixtures. All of the foregoing are declared to be a part of said real estate, whether personal or attached thereto or not, and it is agreed that all similar apparatus, 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.

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(s) and seal(s) of Mortgagors the day and year first above written.

Michael P. Herman (SEAL)
Kathleen R. Herman (SEAL)

[SEAL]

[SEAL]

STATE OF ILLINOIS:

County of **Cook**

Subscribed and sworn to before me this day of **January**, 1975,

Jerome T. Murphy, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Michael P. Herman and Kathleen R. Herman, his wife

who are 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 at their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this **4th** day of **January**, 1975.

Notarial Seal

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THE COVENANTS, CONDITIONS, AND PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSE SIDE OF THIS FORM.

1. Starts quickly after loan application and depends on the time taken by the bank to assess the value of the property and prepare a report against loss or damage by fire, lightning or other causes.

The amount of the bill, or the balance remaining unpaid, may be paid by the customer at any time, and the customer shall be liable to pay interest thereon at the rate of six percent per annum, and interest accrued and interest accrued on interest, from the date of the bill until paid in full, unless otherwise provided in the bill.

Which the undersigned, as Lender, shall receive, and whether by acceleration or otherwise, holders of the same, trustee shall have the right

8. The proceeds of any fine or penalty shall be distributed and apportioned as follows:

10. The holder of the note shall have the right to require payment of all amounts due under the note in one lump sum or in installments, at such times and in such amounts as the holder may designate, and the holder may require payment of all amounts due under the note in one lump sum or in installments, at such times and in such amounts as the holder may designate.

any such application may be made either before or after, and with or without regard to, the filing of a notice of non-payment by Mortgagor, the trustee shall then be entitled to inspect and homestead or not and the trustee may exercise his power to collect and receive the rents and profits of said premises during the full statutory period of redemption, notwithstanding that the same may be redeemable or not, and notwithstanding that the same may be subject to any other right or claim of any person, including the holder of any other mortgage or lien.

The party to whom the premises are let shall be responsible for the payment of all rates, taxes, and other charges which may be levied upon the whole or part thereof. His Costs from finding, removing, and repairing any damage caused by the party to whom the premises are let, or by any other person, shall be recoverable.

Subject to the enforcement of the laws of any province, he shall be entitled to receive for any service which would not be good and as stable to the public welfare as an adroit law upon the soil, his services.

The holder of the post shall have the right to inspect the premises at all reasonable times and, where thereto shall be permitted for that purpose.

...to examine the title, business practices or condition of the premises or to inquire into the validity of the signatures of the lessees and the authority of the signatories and the right of each lessor shall, and is, obligated to record this instrument or to exercise any power granted by it prior to its being recorded by the lessor in recording, be liable for any acts or omissions hereunder, except in case of its own gross negligence or

10. Trustee shall have no liability and the Company shall not be liable for any payment made upon presentation of a certificate evidencing any amount which shall, either before or after such payment, become due under this Agreement, if such payment is made in accordance with the requirements of this Article.

any which may be presented, and which conforms in substance with the note described. The trustee may accept as the note herein described any instrument so presented, and may make such changes in it as he deems necessary.

any successor to his interest in the premises shall have the identical title, powers and authority as before given Trustee, and any such successor shall be entitled to reasonable compensation for all acts performed hereunder.

such persons, which trust 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 the Trust Deed. The word "trust," when used in this instrument shall be construed to mean where more than one note is used.

“I am the vine; ye are the branches: he that abideth in me, and I in him, the same bringeth forth much fruit: for without me ye can do nothing.”

COOK COUNTY ILLINOIS
FIRE DEPARTMENT

2301913

IMPORTANT		Identification No. <i>123-456789</i>
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.		CHICAGO TITLE AND TRUST COMPANY, <i>D. K. H.</i> <small>Trustee, Chicago Title and Trust Company of Illinois, Vice Pres.</small>
<input type="checkbox"/>	MAIL TO: JEROME T. MURPHY Attorney at Law 11750 S. Western Avenue Chicago, Illinois 60643	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE <u>7708 S. Lotus Avenue</u> <u>Burbank, Illinois</u>
<input type="checkbox"/>	PLACE IN RECORDER'S OFFICE BOX NUMBER _____	

END OF RECORDED DOCUMENT