This document Prepared By: James J. McNamara 331 North Dover LaGrange Park, Illinois 60525



9

個/05

## TRUST DEED!

(SMODE)

23 072 468

THIS CNOW TURE, made

THE ABOVE SPACE FOR RECORDER'S USE ONLY April 29. 19 75, between

WILLIAM L. WALL AND MANCY E. WALL, HIS WIFE.

herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY

an Illimois corporation to ng business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the wag gagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described. said legal holder or holds is bring herein referred to as Hulders of the Note, in the principal sum of

All such payments on account of the indebtedness evide iced 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in La Grange Park. Illino, a the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of BANK OF LA GRANGE PARK

NOW, THEREFURE, the Mortgagors to occure the payment of the said principal state / mi ney and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements her in contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pask, the receipt whereof is hereby acknowled /d, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assign, the following described Real Estate and all of their estate, it, ht, site and interest therein, situate, lying and being in the VIII age of Lagrange Park.

COUNTY OF LOOK

Lot 106 in Talman and Thiele's West 26th Street Subdivision in LaGrange Park Being a Subdivision of the East 1/2 of the West 1/2 of the South East 1/4 of Section 28, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois



TOGETHER with all improvements, tenements, easements, fixtures, and appurt long and during all such times as Mortgagors may be entitled thereto (which are ple and all apparatus, equipment or articles now or hereafter therein or theiren used and all apparatus, equipment or articles now or herefater therein or thereon used to stopply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows. floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing, ser, excreens, window shades, storm doors attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagurs 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 henefits 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.	-				
1	WITNESS the hand .S	nd scul S	of Mortgagors ti	ne day and year first at	hove written.	) _
	William H	16DZ	フ 	2/2 000	1. 1. C.	SEAL SEAL
ı	MORKXXXXXXXXXX WILLiam .	Wall		Nancy E. Wa	14	mmmmdummum   seise
1	· · · · · · · · · · · · · · · · · · ·				<b>7</b> '	
`	ragger partitiones for the thirty level absence to be extractly easier to a feet	/66-21011110-1-4444-4-414	smoother   apper }	[Priet tiefent - geenten rande uns gegfn	. [\$ 24.51) 2246-4 45404 [4417] 14543841414	SBAL
1	APPE OF HEINGE		MTCHAF! D	KEENAH		

County of EOOK	SS. a Nutary Public in and for and residing in and County, in the State aforesaid, DO HEREBY CERTIFY THAT  WILLIAM L. WALL, AND HANCY F. WALL HIS WIFE.
NOTAG	who appearsonally 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
~UBLIQ;	delivered the said Instrument as their free and voluntary act, for the uses and surposes therein act forth.  Given under my hand and Notarial Seal this Twenty-Ninth day 55 11 1 1975
Nota <b>GO BATT</b>	Notary Public

Tr. Deed, Indiv., Instal.-Incl. Int.

- The state of the said of the

## **UNOFFICIAL COPY**

THE CONTINUES CONDITIONS AND PROVINCES RELEARED TO ON PAGE 1 THE REVERSE SIDE OF THIS TRUST DELDE

1. Mortgagors shall (1) promptly repair, restore or reliable any buildings or oppose on necessary or the premise which may be come damaged or be districted. (2) keep said premises in good condition and repair, without waste, and free from neclasines or other heaver claims for beinged submitable date to the health of charge and the decision of the premise superior to the health red, and upon request exhibit suitabatory conditions of the storage of such point health to be tracted by a health of health or or charge on the premise superior to the health or storage on the premise superior to the health or should be now building or buildings now or at any time in process of rection upon said premises. (3) couply with all requirements of law or minimal ordinative with respect to the premises and the use thereoft, (5) make in material alterations in said premises, except as required by law or minimal ordinative.

2. Mortgagors shall pay before any possibly attaches all general taxes, and shall pay special cases, special assessments, water charges, user service charges, and other charges against the premises when due, and shall, upon written request, furnish to froster or to holders of the note duplic attercepts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to context.

2. mortpagers shall pay before any penalty attains and general taxes, and stoller faxes, special assessments, water sharges, cover sharpes, and other charges against the premises which due, and shall, upon without request, introduct on the bodders of the note duplis are receipts threeford. To prevent default hereunded Murtgagors shall begin full under protest, in the manner provided by statine, any tax or assessment which Mortgagors may default necessary of the product of the products of t

principal and interest remaining impaid on the note. Inouth, any overplus to Mortgagon, their heirs, legal representatives or assigns, as their eights thay appear.

9. Upon, or at any time after the fiting of a hill e force or ally sale, without notice, without regard to the solvency or ansilvency of Mortgagons at the time of application for such receiver and without regard to the "in a be of the premises or whether the same shall be then occupied as a homestead or not and the Frustee hereunder may be apprinted as such receiver. Such is every shall have power to collect the rents, issues and profits of said greenises during the predictly of such forcefosure suit and, in case of a sale and, de leaving the interest print of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, as and all other powers which may be increasing or are usual in such except on the protection, possession, control, management and operation of the premise during the whole of said period. The Court from time to time may suffer the receiver to apply the net menue in his hands in payment in whole or in part of (1) The indichtedness secured hereby, or by any decree forcelosing his trust deed, was plant, special assessment or other lens which may be or become superior to the liter hereof or of such decree, provided such application. I made to the true to the efficiency in case of a sale and deficiency.

10. No action for the enforcement of the liter or of any provision here of sails be subject to any defense which swould not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the helders of the note shall have the right to inspect this, or muses at all reasonable times and access thereto shall be permitted for that purpose.

11. Trustee of the holders of the note shall have the right to inspect the originate and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condities of the premises, or to inquire into the validity of the signatures of the identity, capacitis, or authority of the signatories on the note or trust deed, mis shall. If astee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any actification from the latest of the agents or employees of Trustee, and it may require indennities, the cord of its before carerising any power herein given unless expressly obligated by the terms hereof, nor be liable for any actification given to the state of the agents or employees of Trustee, and it may require indennities, the cord of the agents or employees of Trustee, and it may require metinities, the cord of the agents or employees of Trustee on the state of the state deed has been fully paid; and Trustee may exceed any deliver a release hereof of any at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee may exceed any active that the expression of the state of the state of the agents or trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a ord or an unterched any note which bears an identification number purporting to be placed thereon by a ord or an unterched any note which bears an identification number purporting to be placed thereon by a ord or an untercolor of which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Regular of Titles, which this instrument in writing filed in the office of the Recorder of Piece of the county in which prepara

COOR COUNTY, ILLINOIS FILED FOR RECORD

TRECORDS OF SEEDS

MAY 6 75 1 23 PM

\*23072468

## IMPORTANT

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 THUST COMPANY. By Downary

JAMES J. MCNAMARA

ATTORNEY AT LAW 331 NORTH DOVER AVE. LA GRANGE PARK, ILLINOIS 60525 POR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER.