

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
PERRY S. HERST
105 WEST ADAMS
CHICAGO, ILL. 60603

TRUST DEED

23 303 493

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made November 11th 1975, between

WALTER J. REMPALA AND ANN M. REMPALA, HIS WIFE, IN JOINT TENANCY

herein referred to as "Mortgagors," and
SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603, 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 Six Thousand Four Hundred sixty Eight and 96/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of \$ 12.67% per annum payable as follows: \$134.77 on the 11th day of December, 1975, and \$ 134.77 or more, on the 11th day of each month thereafter until this note is fully paid. The principal of each of said instalments unless paid when due shall bear a Delinquency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603.

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 the 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 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

COUNTY OF

AND STATE OF ILLINOIS

Lot 27 in Block 2 in Central Park Avenue Subdivision of Block 20 (except the South 25 feet thereof) in Steel's Subdivision of the South East quarter and the East half of the South West quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, fixtures, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof or to be and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (including single or multiple air conditioning), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor covering, in, on, or about, thereon and water fixtures. All of 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 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 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, seal and seal of Mortgagors the day and year first above written.

(SEAL) *Walter J. Rempala* (SEAL)
(SEAL) *Ann M. Rempala* (SEAL)

STATE OF ILLINOIS, I, David Levy
as a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Walter J. Rempala and Ann M. Rempala, his wife
County of Cook 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 to acknowledge that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth, including the uses and trusts therein expressed, and that they were duly advised of the contents and effect of the same.
GIVEN under my hand and Notarial Seal this 11th day of November, 1975.
David Levy
Notary Public



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

1 Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mortgages or other liens or claims for lien not properly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

1975 NOV 24 PM 2 53
NOV-24-75 101254 23303493 A - Rec
FOR RECORDERS INDEX PURPOSES DESCRIBED PROPERTY HERE
3049 S. Millard
Chicago, Illinois 60623

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD
The Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. 3328
SYLVIA WEINRESS as Trustee

NAME
STREET
CITY
INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER 135
FOR RECORDERS INDEX PURPOSES DESCRIBED PROPERTY HERE
3049 S. Millard
Chicago, Illinois 60623
RECORDERS OFFICE BOX NUMBER 135

23 303 493

5.00

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Remita