

23 318 442



TRUST DEED
CHARGE TO DEED

068951

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this November 13, 19 75, between Raymond A. O'Brien and Mary O'Brien, 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 Installment Note hereinafter described,
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
Two Thousand Three Hundred Ninety Two and 20/100 -- (2,392.20) -- Dollars,
evidenced by one certain Installment Note of the Mortgagors of even date (growth), made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from date of disbursement on the balance of principal remaining from time to time unpaid at the rate
of 11.95 APR per annum in installments (including principal and interest) as follows:

Sixty Seven and no/100 -- Dollars on the 16th day of December 19 75 and Sixty Seven and no/100 -- Dollars on the 16th 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 due on the 16th day of November 19 78.

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 installment unless paid when due shall bear interest at the rate of 11.95 per annum, and all of said principal and interest being made payable at such banking house or trust company in Norridge Illinois, as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of Plaza One-In Bank in said City.

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 this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and done in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, do by these presents GRANT, SURRENDER 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 City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS:

Lot 27 in Block 6 in John J. Rutherfords 5th addition to Mont Clare, a Subdivision of East Half of West Half of Southwest Fractional Quarter of Fractional Section 24-40-12 East of the Third Principal Meridian, South of Indian Boundary.

5.00

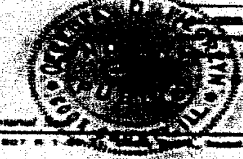
which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all trees, stumps and plants thereon, now and during all such times as Mortgagors may be entitled thereto (which are pledged properly and on a parity with said real estate and not a credit against) and all apparatus, equipment or articles now or hereafter thereto or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally controlled, and ventilation, including (without restricting the foregoing) wires, window shades, storm doors, and windows, door coverings, shades, beds, awnings, curvies and water heaters. All of the foregoing are declared to be a part of said real estate whether physical or legal, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors at their own expense 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, hereto, for the purposes and upon the terms and covenants hereinafter 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 irrevocably release and waive.

The 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.

WITNESSE the hands and seals of the Mortgagors the day and year first above written.
Raymond A. O'Brien | SEAL | X Mary O'Brien | SEAL |
Raymond A. O'Brien | SEAL | Mary O'Brien | SEAL |

STATE OF ILLINOIS,)
County of Cook) ss. Cecelia D. Wearyn
a Notary Public in and for said county in said State, do hereby CERTIFY THAT
Raymond A. O'Brien and Mary O'Brien, 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.
Witness my hand and Notarial Seal this 13th day of November 19 75
Cecelia D. Wearyn Notary Public



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

1. Mortgagees shall (1) promptly repair, renovate or rebuild any buildings or improvements now or hereafter situated on said premises...

2. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm...

3. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder requested of Mortgagees...

4. The Trustee or the holders of the note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, warrant or demand presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of value...

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding...

7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises...

8. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured...

9. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signatures of the mortgagor...

10. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

11. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and all persons who shall hereafter acquire any interest in the premises...

CCGA FILED DEC 9 12 41 PM '75

Widney R. Olsen #2338442

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 TRUST COMPANY

MAIL TO: Plaza Drive-In Bank 7460 West Irving Park Road Norridge, Illinois 60634

RECORDER'S INDEX NUMBERS 3327 N. Orange Chicago, Illinois 60634

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

END OF RECORDED DOCUMENT