

# UNOFFICIAL COPY

## TRUST DEED

Deliver To  
Recorder's Office  
Box No. 488

23 320 225

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 2 1975, between HERBERT L. LUBITZ and DOROTHY J. LUBITZ, his wife, herein referred to as "Mortgagors", and HIGHLAND COMMUNITY BANK, 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 this Note, in the principal sum of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum in instalments as follows: ONE HUNDRED SEVENTY SEVEN AND 61/100 (\$177.61) Dollars on the 1st day of February 1976 and ONE HUNDRED SEVENTY SEVEN AND 61/100 (\$177.61) Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January 1988. 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 remaining to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of ~~10 1/2~~ per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 HIGHLAND COMMUNITY BANK, in said City.

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum and interest in accordance with the terms, provisions and covenants of this trust deed, and the performance of the covenants and agreements made 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, I, as above named, COVENANT and WARRANT unto the Trustee, its successors or assigns, the following described Real Estate and all of their estates, right, title and interest therein, subject, liable and being in the COUNTY OF COOK AND STATE OF ILLINOIS,

Lot 130 (except the East 10 feet thereof) and Lot 131 in Frank De Lugach's Beverly Vista being a Subdivision of the North East 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

23 320 225

which, with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, instruments, equipment, fixtures, and appurtenances thereto belonging, and all rents, issues and profits derived from or arising out of such items as Mortgagors may be entitled thereto which are located presently and are a part of and used exclusively in connection with the Premises, and all rights, title, interest and claim in and to all such items, or articles, now or hereafter devised or otherwise held, given, or constituting, water, light, power, telephone, gas, heat, fuel, oil, gas, steam, water, electric, air, or other power, including fixtures, including the premises, structures, window shades, storm doors and windows, door curtains, header loads, curtains, shades and other fixtures. All such fixtures are deemed 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 hereinafter placed in the premises by the mortgagors or their successors or assigns shall be deemed as constituting part of the real estate.

TO PAYABLE AND DELIVERED unto the said Trustee, its successors and assigns, however, for the purpose, and upon the uses and trusts herein set forth, free from all taxes, imposts, assessments, charges and expenses, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and interests the Mortgagors do hereby expressly reserve and retain.

This Trust Deed consists of two pages, the conditions and provisions appearing on the page and on page two (two reverse sides herself) are incorporated herein by reference and are a part hereto and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

*Herbert L. Lubitz*

(SEAL)

*Dorothy J. Lubitz*

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of COOK,

I, Erma N. Cannon, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Herbert L. Lubitz and Dorothy J. Lubitz, 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 and acknowledged that they signed, sealed and delivered the said instrument under their hands and voluntary act, for the uses and purposes therein set forth, including the release of the property hereinabove described.

GIVEN under my hand and seal this 19th day of December A.D. 1975.



4-19-06-01

