

UNOFFICIAL COPY

TRUST DEED

24512607
 JUN 29 1978 24512607 - REC 10.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 5 1978, between
 CHARLES D. CAMPBELL and JEAN N. CAMPBELL, his wife

herein referred to as "Mortgagors," and
 AMALGAMATED TRUST & SAVINGS BANK

an Illinois banking 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 herein-
 after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of
 TWENTY THREE THOUSAND AND NO/100 Dollars (\$ 23,000.00),
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of
 AMALGAMATED TRUST & SAVINGS BANK and delivered, in and by which said Note the
 Mortgagors promise to pay said principal sum plus simple interest from disbursement
 at the rate of 9-3/4 per cent per annum in instalments of principal and interest as follows:

TWO HUNDRED FORTY FIVE AND NO/100 Dollars (\$ 245.00),
 on the 15th day of July 1978 and a like amount of money
 on the 15th 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 15th day of June 1981
 and the principal of each instalment unless paid when due shall bear interest at the rate of 10 1/2 per cent
 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 AMALGAMATED TRUST & SAVINGS 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 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 COOK AND STATE OF ILLINOIS,

to wit:
 Lot 6 in Block 24 in Roslyn Addition to Kenilworth, in Sections 21, 22, 27 and 28, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to Map recorded March 29, 1907, as Document 4010073.

THIS DOCUMENT PREPARED BY
 DONALD ERICKSON, JR.
 100 S. STATE ST.
 CHICAGO, ILL. 60603

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 rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with all 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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, indoor beds, awnings, stoves and water heaters. 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 on 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 covenants and conditions 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, . . . and seal, . . . of Mortgagors the day and year first above written.

.....[SEAL] Charles D. Campbell [SEAL]
[SEAL] Jean N. Campbell [SEAL]

STATE OF ILLINOIS,)
 County of Cook)
 I, H. H. DECKER,)
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
 Charles D. Campbell and Jean N. Campbell, 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 as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 27th day of June A.D. 1978

MY COMMISSION EXPIRES JAN. 15, 1979

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed... 2. Mortgagors shall pay before any yearly assessments all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof... 6. Mortgagors shall pay to the holders of the note and without regard to Mortgagors, all said indebtedness secured by this trust deed... 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to sell the premises... 8. 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... 9. 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... 10. No action for the enforcement of the lien on any provision herein shall be subject to any defense which would not be good and available to the party introducing same in an action at law upon the note hereby secured... 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof... 13. 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... 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed... 15. This trust deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors... 16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time... 17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, heretofore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the holders of the note (i) create or permit any lien or other encumbrance (other than that presently existing liens and liens securing the payment of loans and advances made to them by the holders of the note) to exist on said real estate, or (ii) transfer, sell, convey or in any manner dispose of said real estate.

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 Installment No. mentioned in the within Trust Deed has been identified herewith under Identification No. AMALGAMATED TRUST & SAVINGS BANK, as Trustee by Assistant Secretary Assistant Vice President Assistant Trust Officer

D NAME | E STREET | L CITY | V CITY | R CITY | Y INSTRUCTIONS | OR RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OR ABOVE DESIGNATED PROPERTY HERE

24512607

OF RECORDED DOCUMENTS