



TRUST DEED

24 523 619

10-00

STTC:

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made JULY 5, 1978 between

FRANKLIN D BAILEY AND MARY L BAILEY, 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, witnesses:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, the legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered to and by which said Principal Note the Mortgagors promise to pay the said principal sum on OR BEFORE JULY 5, 1980 with interest thereon from JULY 5, 1978 until maturity at the rate of THREE per cent per annum, payable semi-annually on the FIRST day of JANUARY and of JULY in each year, all of said principal and interest bearing interest after maturity at the rate of TEN 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 in said City,

NOW THEREFORE the Mortgagors warrant 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 satisfaction 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, being and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 151 IN JOHN BAIN'S RESUBDIVISION OF PART OF FOREST RIDGE, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 158 OF PLATS PAGE 40 AS DOCUMENT 575169.

JUL 7 66-35-803

COOK COUNTY CLERK'S OFFICE FILED FOR RECORD

James E. Halvorsen Notary Public

JUL 7 78 10 57 AM

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, covenants, 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 said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter placed on or attached to 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 closers, window blinds, 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 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 S and seal S of Mortgagors the day and year first above written.

Franklin D Bailey (Signature) FRANKLIN D BAILEY (SEAL)

Mary L Bailey (Signature) MARY L BAILEY (SEAL)

STATE OF ILLINOIS

JAMES E HALVORSEN

County of COOK

a Notary Public in and for the reading in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

FRANKLIN D BAILEY AND MARY L BAILEY, HIS WIFE

who personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5TH day of JULY 19 78.

James E Halvorsen (Signature) Notary Public



24 523 619

UNOFFICIAL COPY

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

1. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with detailed financial and legal provisions regarding the mortgage, including interest rates, taxes, insurance, and remedies for default).

2. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the redemption of the mortgage and the handling of proceeds).

3. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the assignment of the mortgage and the liability of the Mortgagor).

4. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the enforcement of the mortgage and the power of sale).

5. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the termination of the mortgage and the return of the premises).

6. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for taxes and assessments).

7. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for insurance and fire damage).

8. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for maintenance and repairs).

9. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for the use and enjoyment of the premises).

10. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for the assignment of the mortgage).

11. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for the enforcement of the mortgage).

12. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for the return of the premises).

13. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for taxes and assessments).

14. The Mortgagor shall pay to the Trustee the principal and interest on the premises which may become... (text continues with provisions regarding the liability of the Mortgagor for insurance and fire damage).

15. THIS TRUST DEED IS JUNIOR TO THE MORTGAGE DATED APRIL 2, 1968 AND RECORDED APRIL 5, 1968 AS DOCUMENT 20452021. MORTGAGORS HEREIN WILL KEEP, OBSERVE, AND PERFORM ALL THE TERMS AND PROVISIONS OF SAID MORTGAGE, AND SHALL IN NO EVENT SUFFER OR PERMIT THE BALANCE SECURED BY SAID MORTGAGE TO BE ACCELERATED BY REASON OF ANY FAILURE IN THIS INSTRUMENT PREPARED BY: THE KEEPING, OBSERVANCE OR PERFORMANCE OF ANY SUCH TERMS OR CONDITIONS. ANY DEFAULT UNDER SAID MORTGAGE, WHETHER OR NOT ENFORCED, SHALL BE A DEFAULT UNDER THIS TRUST DEED.

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD

Administration No. _____
 CHICAGO TITLE AND TRUST COMPANY, Trustee.
 _____ Assistant Secretary
 _____ Assistant Vice President

MAIL TO: JAMES G HALVORSEN, 12800 SHOSHONE ROAD, PALOS HEIGHTS, ILLINOIS 60463

FOR RECORDER'S INDEX PURPOSES: INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 9849 S HOYNE, CHICAGO, ILLINOIS

PLACE IN RECORDER'S OFFICE BOX NUMBER: BOX 583

24 523 619

END OF RECORDED DOCUMENT