

TRUST DEED - RECORDING 24 573 562

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RECORDED OF DEEDS #24573562

THIS INSTRUMENT made July 11, 1978, between PATRICK DILLON and SHEILA DILLON, his wife,

has been referred to as "Mortgagee," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "TRUSTEE," witnesses:

THAT, WHEREAS the said party goes are jointly indebted to the legal 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

* * * ONE HUNDRED THIRTY SIX THOUSAND and no/100ths * * * * * Dollars, evidenced by one certain Installment Note of the Mortgagee of even date herewith, made payable to THE ORDER OF BEAKER

and delivered, in and by which said Note the Mortgagee 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 9 1/2% per cent per annum in arrears (including principal and interest) as follows:

* * * ONE THOUSAND ONE HUNDRED SEVENTY-NINE & 50/100ths Dollars or more on the first day of September, 1978 and ONE THOUSAND ONE HUNDRED SEVENTY-NINE Dollars or more on the first day of each month thereafter and said note is fully paid except that the first \$1,000.00 principal and interest, if not sooner paid, shall be due on the first day of August, 2003. 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 such payment unless paid when due shall bear interest at the rate of 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, 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 GRACE ORIGER in said City.

NOW, THEREFORE, the Mortgagee in return for the payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions of this trust deed, and the performance of the covenants of said agreement herein contained, by the Mortgagee to be performed, and also in consideration of the sum of One Dollar in hand paid by the party referred to herein acknowledged, do by these presents CONVEY and WARRANT with the Interest, its successors and assigns, the heirs, executors, administrators and all of their heirs, right, title and interest therein, unto, unto and being in the VILLAGE OF MILLS COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lot 55 in Callero and Catino's Resubdivision of part of Seventh Addition to Greeman Heights, being a subdivision in the West 1/2 of the Northwest 1/4 of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

On January 1, 1979 the undersigned will make an additional prepayment in the amount of \$1,000.00. No interest shall be charged to the undersigned in connection with the said sum of \$1,000.00, which they are to prepay on January 1, 1979 so long as said sum of \$1,000.00 is in fact paid on said date. The Mortgagee hereunder reserves the right to prepay this obligation either in whole or in part after January 1, 1979 without payment of any premium or penalty whatsoever. This is a purchase part money mortgage.

which, with the property hereunder described, is referred to herein as the "premises." TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and next secondarily) and all appurtenances appertaining or attaching thereto or fixtures used to supply coal, gas, electricity, 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, radiator beds, awnings, stairs 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 appurtenances, equipment or articles hereafter placed on the premises by the Mortgagee 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. Save 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 Mortgagee 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 mortgagee, their heirs, successors and assigns.

WITNESSETH the said S of Mortgagee the day and year first above written. Patrick Dillon [SEAL] Sheila Dillon [SEAL]

STATE OF ILLINOIS, I the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK DILLON and SHEILA DILLON, his wife,

who I know personally know to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on the day in person and acknowledged that they agreed, sealed 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 11th day of July 1978. Notary Public

Property of 6811085 24573562

RECORDED AND RETURNED BY MICHAEL J. KOLTZ 24573562



Property of Cook County Clerk's Office

At the option of the holder of this Installment Note & Trust Deed, the undersigned agrees to pay to the holder of this Note on each monthly payment date, an additional amount equal to 1/12th of the annual taxes and assessments levied against the mortgaged premises and 1/12th of the annual premiums for insurance carried in connection with the said premises, all as estimated by the holder. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the holder is authorized to use such monies for the purpose of paying such taxes or assessments or renewing insurance policies or paying premiums thereon, and in the event such monies are insufficient for such purpose, the undersigned agrees to pay the holder the difference forthwith.

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The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust; and, in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of its right to demand immediate payment.