UNOFFICIAL COPY

PNTL # 119819 Unit 6 (3)

THIS INSTRUMENT WAS PREPARED BY:
ROBERT H. SNELL
150 South La Salle Street
Chicago, Illinois 60675

TRUST DEED

24 573 578

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 27, 19 78, between
DAVID L. O'BRIEN AND MARIANN O'BRIEN, HIS WIFE,
herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,
an Illinois banking corporation located 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 the Note) in the principal sum of SEVENTY THOUSAND AND 00/100 (70,000.00) Dollars, evidenced by one certain Instalment Note herein referred to as "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 from date hereof on the balance of principal remaining from time to time unpaid at the rate of 9.250 % per annum in instalments as follows:
SIX HUNDRED AND 00/100 (600.00) OR MORE Dollars on the 1ST day of SEPTEMBER, 1978 and
SIX HUNDRED AND 00/100 (600.00) OR MORE Dollars on the 1ST day of each month hereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of AUGUST 2003.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest are to be made payable at such banking house or trust company in the City of 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 The Northern Trust Company 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 agreement 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 19 IN SUB BLOCK 1 IN SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
Dec 8 12 34 PM '78

RECORDER OF DEEDS
#24573578

10.00

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

TOGETHER with all buildings, 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 said 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, floor coverings, 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 in 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.

It Is Further Understood and Agreed That:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance or as contemplated by the plans and specifications of the Note.

2. Mortgagors shall pay before same shall become delinquent, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and other hazards as may be required from time to time by Holders of the Note, and provide for payment of the premiums thereon by the deposit with Trustee, at the option of the Holders of the Note, of an amount sufficient to pay the premiums next due on the insurance policies then in force, and shall deliver to Trustee or to Holders of the Note, all renewal policies, at least ten days prior to the respective dates of expiration. In case of loss, Trustee may, at its option, collect and receive the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

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18. If DAVID L. O'BRIEN shall cease to be employed by The Fortrust Company or any of its wholly owned subsidiaries for any reason whatsoever, the Holder of the note may at their election and without notice accelerate the maturity of the remaining instalments of the note and declare the entire principal indebtedness and interest thereon immediately due and payable. No delay by the Holder in exercising its said right of acceleration shall be construed as a waiver thereof.

DAVID L. O'BRIEN [seal] MARIANN O'BRIEN [seal]

STATE OF ILLINOIS

County of COOK

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT DAVID L. O'BRIEN AND MARIANN O'BRIEN, HIS WIFE,

who ARE personally known to me to be the same persons whose names S 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 & Notarial Seal this 13th day of July A.D. 1978.

Roy Frankel
Notary Public

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 500611

THE NORTHERN TRUST COMPANY, Trustee,

by Robert H. Hull
Assistant Vice President

DELIVERY

NAME THE NORTHERN TRUST COMPANY
STREET ATTN: ROY FRANKEL
CITY 50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER 980

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1854 N. HALSTED
CHICAGO, ILLINOIS

24 573 578

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