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CODRUST: DEED 603727231 AH '78

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Budency Je a house RECORDER OF DEEDS

*24586568

THE ABOVE SPACE FOR RECORDER'S USE ONLY

TAIS "DENTURE, made

19 78 , between AUGUST 15

JOEL H. ROSS AND BRIGITTE ROSS, AS JOINT TENANTS (HUSBAND AND WIFE)

herein relarred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illino's, he rein referred to as TRUSTEE, witnesseth:

THAT, WH.R. A. . . . Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or hole end either meterred to as Holders of the Note, in the principal sum of

FIFTY FIVE THOUSAN, AND NO/100*******************************(\$55,000.00)******Dollars, evidenced by one certair. In calment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

and delivered, in and by which sold Note the Mortgagors promise to pay the said principal sum and interest from date herein on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instruce. ts (including principal and interest) as follows: 9.0%

in said City

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal arm of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the cover and said earneams herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, it. ec, "whereof is hereby exknowledged, 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 COOK AND STATE OF ILLINOIS, to wit:

Lot 13 (except the East 10 feet thereof) and Lot 14 in Block 2 in Metropolitan's Dempster-East Prairie Road Gardens being a subdivision of that part of the South half of the Southeast quarter of the Southwest quarter of Sect on 14 Township 41 North, Range 13, East of the Third Principal Meridian, lying West of the center line of East Prairie Road (except the West 200 feet thereof) in Coo'. County, Illinois

THIS INSTRUMENT WAS PREMARED BY ZAIDENBERG, HOTEN AN & / SCHOENFELD ATTORNE'S 18 N. CLARK ST.

CHICAGO, ILL. 60602 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 r ofits thereto for so long and during all such times as Mortagaots may be entitled thereto (which are pledged primarily and on a parity with saio. "I 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), wetrall including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto on, and it is agreed that all similar apparatus, ditioning, water, upon properties of the control of

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, sors and assigns

WATNESS the hand S and seal S _ of Mortgagors the day and year first above written. [SEAL] STATE OF ILLINOIS, EVA MARIE TILLMANN Notary Public in and for an y Public in and for and residing in said County, in the State aforesaid, DO HEREBY C Joel H. Ross and Brigitte Ross, as joint tenants THAT whose nameS are suited and acknown their who are personally known to me to be the same person S subscribed to the before appeared signed, sealed and delivered the said Instrument as tary act, for the uses and purposes therein set forth. PUBLIC 15th day of lugust 1978 COUNTY Willmann Notary Publi Eva Marie

- Secures One Instalment Note with Interest Included in Payment Page 1

My Commission Expires Oct. 19, 1981

${\bf P}_{\bf Age~2}$ The covenants, conditions and provisions referred to on page 1 (the reverse side of this trust deed):

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

1. Mortgagers shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep aid premises in good condition and repair, without waste, and fore form changed in the premises and premises in the premises and the premises are provided to the premises and premises in the premises are provided to the premises and the premises are provided to the premises and the use thready (i) have been appeared to the premises and the use thready (i) make any publiding or buildings on world any limit and provided to the premises and the use thready (i) make premises; (c) comply with all requirements of law or municipal ordinates with respect to the premises and the use thready (i) make premises; (c) comply with all requirements for law or municipal ordinates with respect to the premises and the use thready (i) make a premises; (c) comply with all requirements for the premises when due, and thall, upon wind pay special taxes, special assessments, water changes, were servily abused, and other changes against the premises when due, and thall, upon winder protects, in the manner provided by statute, any tax department of the premises when due, and thall, upon winder protects, in the manner provided by statute, any tax department of the protect of the protect of the premises of the protect of the premises when due, and that it is the premises when due, and the protect of the protect

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or oil. It is high may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the first cy in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which yould not be good and available to the party interposing 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 acres, hereto shall be permitted for that purpose.

12. Trustee has no duty examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to rect at this trust deed or to exercise any pow gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indem titles as a constant of the control of the control of the signatures of the same proper instrument upon presentation of satisfactory evidence that the same proper instrument and the proper instrument upon presentation of satisfactory evidence that the person who shall, either before or after maturity thereof, produce and exhibit to Trusty. Where a release hereof to and at the request of a year of the proper instrument where it is not a proper trustee may accept as the genuine note herein described with the description herein contained of the note and which purports to be executed by the persons herein designated at the conforms is thereof; and where the release is requested of the original trustee and it has never be accepted by the persons herein designated at the description herein contained of the note and which purports to be executed by the persons herein designated at the description herein contained of the note and which p

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

632279 Identification No. CHICAGO TITLE AND TRUST COMPANY,

FELL TO: ZAIDENBERG, HOFFMAN & SCHOEME 10 North Clark Street Suite 900 Chicago, Illinois 60602

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

PLACE IN RECORDER'S OFFICE BOX NUMBER 53

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UNOFFICIAL COPY

Probability Ox Cook Collings C In addition to the payments called for herein, Obligor shall deposit with the tolder of this note monthly a sum equal to 1/12 the annual real estate tax bill based upon the last ascertained as tax reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the mortgagors herein. Holder of said reserve does not assume the obligation of paying the real estate tax and it helder main the obligation of the mortgagors to secure such funds from the tax reserve to pay such taxes when due, or in lieu thereof, Obligor shall establish interest bearing pledge savings account in accordance with the provision of Illinois Revised Statutes, Chapter 95, Paragraph maintain at all times an interest bearing pledged savings account in the principal sum equal to 50% of the last ascertained real estate tax bill on the premises for which this loan is made and shall promptly pay all of said real estate taxes with the time authorized by law, and file proof of such payment to the Mortgagee. 24586568

END DE RECORDED DOCUMENT