UNOFFICIAL COPY

24 680 756 TRUSTO DEPOT LLINOIS *24680756 JCT Zu '78 11 12 At. THE ABOVE SPACE FOR RECORDER'S USE ONLY CTTC 7 THIS INDENTURE, made October 11 1978 , between Edmund J. Deal and Jeanne M.
Central N Edmund J. Deal and Jeanne M. Deal, his wife Central National Bank in Chicago, a national banki hegingeracion, "Mangengs," and chicago illinois, herein referred to as TRUSTEE, winesseth: Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

.:\AT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said

.:\alpha al holder or holders being herein referred to as Holders of the Note, in the principal sum of F) TY THREE THOUSAND FIVE HUNDRED AND NO/100evidence d by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEALLR and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursements the balance of principal remaining from time to time unpaid at the rate from date of 9 3/4% per ent per annum in instalments (including principal and interest) as follows: Four IV. Ared Seventy Six and 77/100--- Dollars or more on the 1st day of January 1979, and Four Hundred Seventy Six and 77/100---- Dollars or more on the 1st day of each more than the reafter 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 December 2003. All such payments on account of the indebtedness evidence do usual note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the control of 108 per annum and all of said virginal and interest being made any whole of the transfer between the principal of the provided that the control of 108 per annum and all of said virginal and interest being made any whole of the principal provided that the control of 108 per annum and all of said virginal and interest being made any whole of the principal provided that the control of 108 per annum and all of said virginal and interest being made any whole of the principal of the principal and interest and the of 10% per annum, and all o said vincipal and interest being made payable at such banking house or trust company in Chicago in writing appoint, and in absence of such appointment, then at the office of Central National Bank in said City. NOW, THEREFORE, the Mortgagors to secure the pamer of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the off an ance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Aoll: in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and ssigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being m the COWN OF ROLLING MeadOWS COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 13 of Resubdivision of Fairfax Villege Unit 1, according to the plat thereof recorded, in the Recorder of Deeds of Cook County, Illinois on April 29, 1971 as Document 2.464452, being a Resubdivision of Fairfax Village Unit 1, according to the plat thereof recorded, February 4, 1970 as Document 210.4247 at the Recorder's Office in Cook County, Illinois all in Section 35, Township 42 North Range 10 East of the third principal meridian, in Cook County, Illinois. Illinois. 00 which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, ar al cats, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primaril; and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon us d t supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, includin ("... aut restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, insider beds, awnings, stoves and w. er 1 atters. 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 s' are apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as c a still uting part of the real estate. iffment or articles hereafter placed in the premises by the monspector of the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and 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 sits herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which it 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 of Mortgagors the day and year first above written. Jeanne M. Deal [SEAL] STATE OF ILLINOIS, Ethel M. Crenshaw Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY Edmund J. Deal and Jeanne M. Deal THAT instrument, me this day in person appeared before signed, sealed and delivered the said Instrument as free and Quintary act, for the uses and purposes therein set forth.

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Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note R. 11/75

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be caused to price and the provision of the premises which may be secured by a lieu or charge on the great superior to the lieu hereof, and upon request schibit satisfactory ordenee of the discharge of such prior lieu to Trustee or to holders of the top the top of the premises which may be secured by a lieu or charge on the great superior to the lieu hereof, and upon request schibit satisfactory ordenee of the discharge of such prior lieu to Trustee or to holders of the top of the prior of the premises which may be secured by a lieu or charge on the premises and the use thereof; (f) make no material alterations in sid premises except as required by law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in sid premises except as required by law or municipal ordinances.

2. Mortgagori shall pay before any penalty attaches all general taces, and shall pay special taxes, special assessments, water charge, sower of a seasonsment which Mortgagors may desire to construct a construct a superior of the property of the property

indebtedness secured hereby, or by any decree foreclosing this trust deed, or a year, special assessment or outer near water may one to common superior to the lien hereof or of such decree, provided such application is mad a prior of foreclosure sale; (b) the deficiency 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 would not be good and available to the party interposing same in an action at law upon the note hereby sec. 12. Trustee or the holders of the note-shall have the right to inspect the prer is v. t. 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 provinces, and the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed.

12. Trustee has no power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employers of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon present of the proper instrument in the proper instrument upon present of the proper instrument in the proper instrument of the proper instrument in the proper instrument of the pr

peen recorded or flied. In case of the registratory, many of the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and a chority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its exvices a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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.

Identification No. 598-2-3375

Central National Bank in Chimago

Assistant Secretary/Assistant Vice President

This Document prepared by:

James H. Dall L20 S. LaSalle Street Chicago, Illinois PLACE IN RECORDER'S OFFICE BOX NUMBER

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

END OF RECORDED DOCUMENTS