

UNOFFICIAL COPY

FORM No. 2062
September, 1975
TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

1978 DEC 23

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1978 the above Space for Recording's Use Only

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THIS INDENTURE, made December 19, 1978, between Harold Story & Jeannette Story, hereinafter referred to as "Mortgagors," and Frank M. Spatz,

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer,

and delivered, in and by which note Mortgagors promise to pay the principal sum of Thirty eight hundred sixty five & 00/100 Dollars, and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum, such principal sum and interest to be payable in installments as follows: One hundred fifty five & 02/100 Dollars on the 2nd day of February, 1979, and One hundred fifty five & 02/100 Dollars on the 2nd day of each and every month thereafter until said note is fully paid; except that the final payment of principal and interest, if not sooner paid, shall be due on the 2nd day of July, 1981; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof at the rate of 14.32 per cent per annum, and all such payments being made payable at 5065 N. Lincoln Chicago, Ill.

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed, which event election may be made at any time after the expiration of said three days, without notice; and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to have the payment of the said principal sum of money and interest, in accordance with the terms, provisions, and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements 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 by Mortgagors to these presents, CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lot 37 in Block 2 in George K. Schoenberger's Subdivision of the East Quarter of North 40 rods of the East Quarter of Section 11 and the North West Quarter of the North West Quarter of the South West Quarter of Section 13 Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which, with the property hereinafter described, is referred to herein as the "premises," together with all improvements, tenements, easements, and all appurtenances thereto belonging, and all rents, issues and profits thereon, so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily, and to a lesser extent, secondarily, to the payment of the principal sum and interest on the said real estate and not secondarily), and all fixtures, apparatus, or equipment or articles now or hereafter attached thereto or now and hereafter placed in, on, or upon the premises, including, but not limited to, gas, water, light, power, refrigerator, and air conditioning (whether by single units or centrally controlled), and ventilation, including (where applicable) the foregoing), screens, window shades, awnings, storm doors or windows, floor coverings, radiator beds, stoves and water heaters, and all of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in, on, or upon the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes and upon the trusts and terms 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Harold Story (Seal) Jeannette Story (Seal)

Frank M. Spatz (Seal)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Story & Jeannette Story personally known to me to be the same persons whose names are subscribed to the foregoing instrument, presented to me as such, and acknowledged that they signed, sealed and delivered the same in free and voluntary act, for the uses and purposes therein set forth, and in full release and waiver of the right of homestead.

Given under my hand and official seal this 19th day of December, 1978

Commission expires February 23, 1980 James C. Thomas Notary Public

This instrument was prepared by Lynne Partridge, 5065 N. Lincoln (NAME AND ADDRESS)

ADDRESS OF PROPERTY: 3124 W. Lexington Chicago, Ill.

NAME Lincoln Investment Corp.
ADDRESS 5061 N. Lincoln
CITY AND STATE Chicago, Ill. ZIP CODE 60625

SEND SUBSEQUENT TAX BILLS TO: Harold & Jeannette Story (Name)
3124 W. Lexington (Address)

OR RECORDERS' OFFICE BOX NO.

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