

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY
PERRY S. HERST
105 WEST ADAMS
CHICAGO, ILL. 60603
FEB 27 1979 5 55 06 PM 2 38 24862720
TRUST DEED FEB 27 1979 5 55 06 PM 24862720 A

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 20 19 79, between
RICHARD D. HOHMAN and EVE E. HOHMAN
(Married to Each Other)
Not in Tenancy in Common, but in Joint Tenancy
herein referred to as "Mortgagors," and
SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603, 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 Six Thousand Thirty One and 20/100 Dollars, evidenced by one Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

EQUITABLE FINANCE CORPORATION

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of ~~12.00%~~ ~~per annum~~ per annum payable as follows: \$ 100.52 on the 20th day of March, 1979, and \$ 100.52, or more, on the 20th day of March thereafter until this note is fully paid. The principal of each of said instalments unless paid when due shall bear a Delinquency Charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable costs of collection, including reasonable attorneys' fees. Said payments are to be made at the office of EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603.

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 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, 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

Unit No. 808-1, as delineated on Survey of the following described parcel of Real Estate (hereinafter referred to as Parcel):

Lots 19 to 29, both inclusive, in Block 2 in Woodland Subdivision of the East 1/2 of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and Lots 28 and 29 in Block 1 in Woodland Subdivision of the East 1/2 of Block 5 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded December 19, 1890, in Book 45 of Plats, Page 27, as Document No. 1391238, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by Parkway Bank and Trust Company, as Trustee under Trust Agreement dated May 16, 1969 and known as Trust No. 1049, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 2426633 and registered in the Office of the Registrar of Titles of Cook County, Illinois as Document LR 2990817 together with an undivided 1.0912 per cent interest in said parcel, (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.

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Property of Cook County Clerk's Office

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 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, 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 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 said Trustee, its successors and assigns, forever, for the purposes, and up to 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.

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, seal and seal of Mortgagors the day and year first above written.

_____[SEAL] _____ [SEAL]
_____[SEAL] _____ [SEAL]

STATE OF ILLINOIS, I, David Levy
as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook } ss. Richard Hohman and Eve E. Hohman, married as one flesh
other

11.00

who are personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person to acknowledge that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth, and that they are entitled to the right of homestead.

GIVEN under my hand and Notarial Seal this 20th day of July 1979



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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for labor or materials; (3) keep said premises insured against fire and theft, and upon request exhibit satisfactory evidence of the discharge of such obligations; (4) keep the premises in repair and in conformity with the requirements of any building or building codes now or at any time in process of enactment upon said premises; (5) comply with all requirements of law or municipal ordinance 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; (7) make no material alterations in said premises except as required by law or municipal ordinance.

Property

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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 Instatement Note mentioned in the within Trust Deed has been identified herewith under Identification No. SYLVIA WEINRESS as Trustee.

D NAME
E STREET
L CITY
I
V
E
R
Y INSTRUCTIONS

OR
RECORDERS'S OFFICE BOX NUMBER 135

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE DESCRIBED PROPERTY HEREIN
808 - 1 W. GEORGE ST.
CHICAGO ILLINOIS
60657
HOHMAN

END OF RECORDED DOCUMENT