## **UNOFFICIAL COPY**

K(1) 300 24 010 943 TRUST DEED THIS INDENTURE, Made this 20th A.D. 1977 by and between ALLAN R. MORRISON AND PATRICIA A. MORRISON, husband and wife

AND BEATRICE D. WYATT, a widow
of the City of Chicago in the County of Cook
and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of The United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter, "Trustee"), WITNESSETH:

THAT, WHEREAS, MORTGAGOR is justly indebted to the legal holder or holders of the Promissory Instalment Note hereinafter described in the Principal Sum of
THIRTY FIVE THOUSAND ONE HUNDRED AND NO/100----- Dollars (\$ 35,100.00 ), evidence by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of Truster, having even date herewith made payable to bearer and delivered, which Instalment Note (hereinafter, the "Note"), nears interest from date of disbursement until maturity at the rate therein set forth, and which principal and interest is anable as follows:

Interest only the Cartain Promissory Instalment until maturity at the rate therein set forth, and which principal and interest and the payable as follows: day of June Interest only the July 5, 1977

Interest only the July 5, 1975

Interest only the July 5, 1975 Lot 13 in Block 11 in 7 D. Murdock's Marquette Park Addition being a Subdivision of the South 7/2 of the South West 1/4 of Section 23, Township 38 North, Range 1. East of the Third Principal Meridian (except the East 50 feet thereof) in Cook County, Illinois. TESTUBLECORD والباجا يريان تبركو بايته أيجافك THOORDER OF DEEDS JUL 13 12 48 PM '77 \*24010943 which with the property hereunder described, is referred to as the "Premit's,"

TOGETHER with all the tenements, hereditaments, privileges, cascuments, averappurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be "cted on the premises, the rents, issues and profits thereof (which rents, issues and profits are hereby expressly assigned, it being understood on, the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge on pair y with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awning, erens, storm windows and doors, curtain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, apparates for supplying or distributing heat, light, water, air conditioning, and all other apparatus and cquipment in or that may be placed in a sy building now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate, and appropriated to the use of the real estate, and effect or antiexed or not, shall for the purposes of this Trust Deed be deeme, exclusively to be real estate and conveyed and also all the estate, right, title and interest of Mortgagor of, in and to said premises

To HAVE AND TO HOLD the above described premises unto Trustee, its successors in Lassigns forever, for the purposes, uses of Illinois, and all right to creatin possession of the Mortgaged Property after any default in the norm ent of said indebtedness or after This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on a 2 (the reverse side of this Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be bindin, on he Mortgagor, their heirs, successors t Beatrice D. Wyatt [SEAL] Allen By Marian [SEAL] Allen R. Motor Con Fature Maria ISEAL Patricia A. Morrison STATE OF ILLINOIS SS. 1, COUNTY OF COOK SS. 1 STATE OF ILLINOIS SS. a Notary Public in and for and residing in said County in the State aforesaid DO LINOIS SS. a Notary Public in and for and residing in said County in the State aforesaid DO LINOIS SS. a Notary Public in and for and residing in said County in the State aforesaid DO LINOIS STATE OF THAT ALLAN R. MORRISON AND PATRICIA STATE OF MORRISON.

HEREBY CERTIFY THAT ALLAN R. MORRISON AND PATRICIA STATE OF MORRISON.

WHAT ALLAN R. MORRISON AND PATRICIA STATE OF MORRISON.

WHAT ALLAN R. MORRISON AND PATRICIA STATE OF MORRISON.

The foregoing Instrument, appeared before me this day in person and acknowledged that the foregoing Instrument as the Indian State of the Polymer State of Houses and purposes therein set forth, including the release and wave of homestead.

GIVEN under my hand and Notarial Seal this 2 6 day of 100 Morrison. C00

The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith.

R. E. No. REO 44262 - MJS

The First National Bank of Chicago, Trustee,

Color of the State Officer

Chica.

Real Estate Officer

Chica.

## **UNOFFICIAL COPY**

Control of the second of the s

## THE AGREEMENTS. CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.

Mortgagor agrees,

(a) to keep the premises in good repair and make all necessary replacements;

(b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;

destroyed;
to comply with all laws and municipal ordinances with respect to the premises and their use;
to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior
to or on a parity with the lien of this Trust Deed;
to permit the Trustee or holder(s) of the Note access to the premises at all reasonable times for purposes of inspection;
not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.

(c) to comply with all laws and municipal endianness with respect to the premises and their use;
(d) to keep the premises free from time of greatments and anterialment, and from all other lens; charges, or encumbrances prior
(e) to permit the Trustre or holder(s) of the Note access not heart may be all reasonable times for purposes of inspection; (e) to permit the trust at an authantial results or results and the second of the Note and the Province of the Province or the holder(s) of the Note shall first have been dealered and dealers and the notes that the most unless the written content of the Trustre or the holder(s) of the Note shall first have been dealered and dealer representation of the province of the Province or the Holder(s) of the Note shall first have been dealered and of the resonable feet of Trustre.

In approved of the cost thereof and of the reasonable feet of Trustre.

As a sessoment of any kind which may be french assessed, charged, or impact input the premises and in other dealers of the province of the

- of its, his or their own willful misconduct.

  14. The agreements berein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, through or under Mortgagor, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.

  15. Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right he cumulative and shall be in addition to every other remedy or right given hereunder and now or hereafter existing. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.

of the Note.

16. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if each invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

17. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

18. In case of the resignation, inability or refusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee under this Trust Deed, with identical powers and authority, and the title to said Mortgaged Property shall thereupon become vested in such successor in trust for the uses and purposes aforesaid.

FORM 14340-9-AA