

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM No. 206
September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments, including interest)

ILLINOIS
RECORD
JUL 14 9 00 AM '77

24 011 901

Recorder of Deeds
*24011901

JUL 14 65-55-199W

THIS INSTRUMENT, made

July 8, 1977

The Above Space For Recorder's Use Only

between Fred J. Smith, a bachelor

Bank of Commerce in Berkeley

herein referred to as "Mortgagors," and

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 Eight Thousand Dollars, and interest from date on the balance of principal remaining from time to time unpaid at the rate of 8 1/2 per cent per annum, such principal sum and interest to be payable in installments as follows: Seventy-Nine or more Dollars on the 15 day of August, 1977, and Seventy-Nine or more Dollars on the 15 day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not covered, shall be due on the 15 day of July, 1992; 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 said installment constituting principal to the extent not paid when due to bear interest after the date for payment thereof, at the rate of 8 1/2 per cent per annum, and all such payments being made payable at Bank of Commerce in Berkeley 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 the same shall be 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 (in 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 WHEREFORE, to secure 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 by 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 Village of Berkeley, Cook County of Cook AND STATE OF ILLINOIS, to wit:

Lot 13 (except the West 3.36 feet thereof) in Block 4 in H.O. Stone and Company's Ber Elm Addition, a subdivision of the South West Fractional 1/4 of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian and part of the North West 1/4 of Section 7, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded February 1, 1927 as Document No. 9538701, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are placed primarily and on a parity with real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter placed thereon used to supply water, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, masonry beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in 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 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 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.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

10.00

(Seal) Fred J. Smith (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fred J. Smith, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of July, 1977

Commission expires July 1978
This instrument was prepared by Mary Jo Steinhebel - Bank of Commerce
5500 St. Charles Road - Berkeley, Ill.
(NAME AND ADDRESS)

ADDRESS OF PROPERTY:
5800 Huron
Berkeley, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

Fred J. Smith
(Name) **BOX 533**
Same
(Address)

MAIL TO: NAME Bank of Commerce
ADDRESS 5500 St. Charles Road
CITY AND STATE Berkeley, Ill ZIP CODE 60163

OR RECORDER'S OFFICE BOX NO.

DOCUMENT NUMBER

24 011 901

