

TRUST DEED IN ILLINOIS
RECORD FOR RECORD

24 108 150

RECORDED OF DEEDS
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SEP 16 9 ON AM '77
Trust Deed Form 17)

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made AUGUST 4, 1977, between

WAYNE W. WELLS

herein referred to as "Mortgagors," and Albany Bank and Trust Co. N.A. formerly known as NATIONAL BANK OF ALBANY PARK IN CHICAGO,

National Banking Association doing business in Chicago, Illinois, 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 Twenty Seven Thousand and No/100ths \$27,000.00 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest ~~XXXX~~ monthly from date ~~XXXX~~ in instalments as follows: Four Hundred Fifty and No/100ths

Dollars on the 4th day of October 1977 and Four Hundred Fifty and No/100ths month

Dollars on the 4th day of each and every 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 4th day of September 1982. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Albany Bank and Trust Company in said City.

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 County of Cook AND STATE OF ILLINOIS,

City of Chicago Lot 48 and the West 1/2 of Lot 49 in Murdocks Forest View Highlands, A subdivision of part of the South East Fractional 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Prepared By: Roy S. Vargo, Senior Vice President
Albany Bank & Trust Co., N.A.
3400 W. Lawrence Avenue, Chicago, ILL. 60658

10.00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, 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, hot air, condensing, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, indoor 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 attached to 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 the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter 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 and seal of Mortgagors the day and year first above written.

[SEAL] Wayne W. Wells [SEAL]
Wayne W. Wells [SEAL]



I, Janice J. Bockemeyer, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Wayne W. Wells who is 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 Notarial Seal this 4th day of August, A. D. 19 77

Janice J. Bockemeyer
My Commission Expires Jan. 2, 1980

PROOF COPY

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