

UNOFFICIAL COPY

This instrument was prepared by Mary Lou Dee, St. Paul Federal Savings & Loan Assoc. of Chicago, 6700 W. North Ave., TRUST DEED AND NOTE Chicago, Ill. 60635 **25424322**

THIS INDENTURE WITNESSETH, that the undersigned as Grantors, of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, conveyed and warrant to the Grantee, ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, of the City of Chicago, County of Cook and State of Illinois, the following described Real Estate, with all improvements thereon, situated in the County of Cook, in the State of Illinois, to wit:

LOT 38 IN BLOCK 14 IN J. E. WHITE'S 2ND RUTHERFORD PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 (EXCEPT THE WEST 22.22 CHAINS THEREOF) OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRIME MERIDIAN, IN COOK COUNTY, ILLINOIS;

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, to the sum of \$1,323.60 (Three Hundred Twenty Three and 60/100 Dollars), for the purpose of securing performance of the following obligation, to wit:

for value received we promise to pay to the order of ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, the sum of \$31,323.60 (Thirty One Thousand Three Hundred Twenty Three and 60/100 Dollars) at the office of the legal holder of this instrument and interest on the 600.00 principal remaining from time to time unpaid at the rate of 12 per cent per year, such principal and interest to be payable in installments as follows: One Hundred Seventy Four and 02/100ths Dollars on the 10th day of May, 1980, and 100.00 Dollars on the 10th day of May, 1980, 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 10th day of May, 1980. All such payments on account of the indebtedness evidenced by this 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 of payment thereof, at the rate of seven per cent per annum.

GRANTORS agree and covenant to pay said indebtedness and the interest thereon, as herein provided; and to pay all taxes and assessments upon said property when due; to keep the buildings thereon insured to their full insurable value, and to promptly repair or restore, or rebuild any buildings now or hereafter on the property which may become damaged or be destroyed; to pay all prior incumbrances and the interest thereon as the same may become due; and to keep the property tenable and in good repair and free of liens.

IN THE EVENT of failure of Grantors to pay the taxes or assessments, or to so insure or to pay the prior incumbrances or the interest thereon when due, Grantee may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said property, or pay all prior incumbrances and the interest thereon from time to time as such becomes due; and all money so paid, the Grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid agreements or covenants the whole of said indebtedness, including principal and all earned interest shall, at the option of Grantee, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantors that all expenses or disbursements paid or incurred in behalf of Grantee in connection with the foreclosure hereof including but not limited to, reasonable attorneys fees, court costs, court reporters fees, publication expenses, title costs shall be paid by Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Grantee, as Trustee, or the holder of the indebtedness hereunder may be a party, shall also be paid by the Grantors. All such expenses or disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings. The Grantors, for said Grantors, and for their heirs, executors, administrators and assigns of said Grantors, waive all rights to possession of, and income from, said property pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to said Grantors, or to any party claiming under said Grantors, appoint a receiver to take possession or charge of said property with power to collect the rents, issues and profits of said property.

IN THE EVENT of the inability or removal of the Trustee to act, or of its refusal or failure to act, then the acting Recorder of Deeds of Cook County, is hereby appointed to be the successor in this Trust. And when all the aforesaid covenants and agreements are performed, the Trustee, or its successor in trust, shall release the premises to the party entitled thereto receiving his reasonable charges.

Witness my hand and seal this 1st day of April, A.D. 1980

LOUIS B. [Signature] (SEAL) (SEAL)

[Signature] (SEAL) (SEAL)

Property of Cook County

Office

25424322

UNOFFICIAL COPY

Property of Clerk's Office

NOTES FOR BY STATE OF Illinois Cook County, Ill.

Luella T. Bantel

a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Louis Sam Papalia

personally known to me to be the same person whose name(s) 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 first refusal.

Given under my hand and Notarial Seal this April day of 1980



My Commission expires _____ 19__

1980 APR 15 AM 9 22

COOK COUNTY CLERK'S OFFICE

APR-15-80 2 8 3 1 2 3

25424322
10.00 REC

10.00
25424322

Trust Deed and Note

TO

HILL # 274-1

Louis S. Papalia
1655 N. Newland Ave.
Chicago, Ill. 60635



COOK COUNTY CLERK'S OFFICE