

TRUST DEED

25535221

COOK COUNTY, ILLINOIS

RECORDED
25535221

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 24, 1980, between

ROBERT J. CREEVY AND MARY FRANCIS CREEVY, His Wife in Joint Tenancy

120

herein referred to as "Mortgagors," and
MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,

a 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 TWO HUNDRED THOUSAND AND 00/100 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 whom said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 12.00 per cent per annum in instalments as follows TWO THOUSAND ONE HUNDRED SIX AND 48/100

Dollars on the first day of September 1980 and TWO THOUSAND ONE HUNDRED SIX AND 48/100

Dollars on the first day of each 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 first day of August 2005. 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 14.00 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 MICHIGAN AVENUE NATIONAL BANK OF CHICAGO

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 conditions of this trust deed, and the performance of the covenants and conditions herein contained by the Mortgagors to be performed, and 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

SEE RIDER ATTACHED

THE INSTRUMENT WAS PREPARED BY
MICHIGAN AVENUE NATIONAL BANK
OF CHICAGO
53 SOUTH MICHIGAN AVENUE
CHICAGO, ILLINOIS

[Signature]

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.

ROBERT J. CREEVY [SEAL] MARY FRANCIS CREEVY [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS

ss. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT J. CREEVY AND MARY FRANCIS CREEVY, His Wife in Joint Tenancy

County of

who are personally known to me to be the same persons, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their 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 25th day of July 1980

[Notary Signature]
Notary Public

Box 764

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Property of Cook County

That part of the West 11 Acres of the East 56 Acres of Lot 7 and 8 (taken as a tract) in Schildgen's Subdivision of the North East Quarter (1/4) and North 10 chains of the South East Quarter (1/4) of Section 30, Township 42 North, Range 13 East of the Third Principal Meridian, being (except Lots 13 and 20) a re-division of a subdivision by Henry Smith, described as follows: Beginning at a point in the East line of said West 11 Acres (being a straight line drawn from a point in the North line of said Lot 7, distant thereon 1481.2 feet West of the East line of said North East Quarter (1/4) to a point in the South line of the North Half (1/2) of the North Half (1/2) of the South East Quarter (1/4) of said Section 30, distant thereon 1481.2 feet West of the East line of said South East Quarter (1/4), 208.75 feet North of the South line of the North Half (1/2) of the North Half (1/2) of the South East Quarter (1/4) of said Section 30; thence North along the East line of said West 11 Acres 208.75 feet; thence West parallel to said South line, 221.3 feet, more or less to a point in a straight line (which straight line is drawn from a point in the East and West center line of said Section 30, distant thereon 20.33 feet East of the West line of said East 56 Acres to a point in the South line of the North Half (1/2) of the North Half (1/2) of the South East Quarter (1/4) of said Section 30, distant thereon 13.76 feet, more or less West of the East line of said West 11 Acres and being in the East Quarter (1/4) line of Skokie Highway as it pertains to the property herein described); thence Southeasterly along said straight line, 233.44 feet to the North line of the South 208.75 feet of the North Half (1/2) of the North Half (1/2) of the South East Quarter (1/4) of said Section 30 and thence East, 117.53 feet, more or less to the point of beginning in Cook County, Illinois.**

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County Office

UNOFFICIAL COPY

16. The installment note secured by this Trust Deed may be prepaid in whole or in part on any interest payment date without the payment of any premium whatsoever.

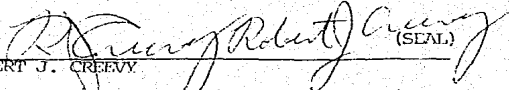
17. To provide for payments of taxes, assessments and insurance premiums, stipulated to be paid hereunder, the Mortgagor shall deposit with the Holders of the Note on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth of the annual premium on all such insurance, as estimated by the Holders of the Note. All such deposits as made are pledged as additional security for the payment of the installment note. The records of the Holders of the Note shall reflect at all times the amount of such deposits, and the Holders of the Note may commingle such funds with other funds or its own funds and make advancements for the payment of such items. At no time shall interest or income be paid to the Mortgagor for the deposit or use of such funds. If default is made in the payment of said deposits, the Holders of the Note may, at its option, charge the same to the unpaid balance of the installment note and the same shall bear interest at the same rate as the installment note. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Holders of the Note are authorized to use such deposits for the purpose of paying taxes or assessments or renewing insurance policies on paying premiums thereon. In the event any deficit shall exist or the deposits are so reduced that the remaining deposits together with the monthly deposits will not provide sufficient funds to pay the then current calendar year's estimated taxes or the estimated insurance premium on the last day of said year, the Holders of the Note may, at its option either declare immediately due and payable or add to the unpaid balance of the installment note secured hereby such a sum which shall, together with the remaining deposits and monthly deposits, provided sufficient funds to pay one year's estimated taxes or insurance premiums on the last day of said year.

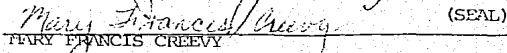
18. The mortgagors, on behalf of themselves, their successors and assigns, agree that in the event title shall be conveyed to or the beneficial interest in a trust shall be assigned to or the equity of redemption in the property described herein becomes vested in any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then in such event the Holders of the Note after such transfer of the right, title or interest shall be privileged to increase the annual rate of interest to be paid under the terms of the obligation secured hereunder or to charge a reasonable transfer fee or both. Whenever the Holders of the Note shall elect to increase the rate of interest or charge a transfer fee or both in accordance with foregoing provisions, it shall give written notice specifying the transfer fee or the new rate of interest or and the effective date of such increase shall be the date of the aforesaid transfer of conveyance.

19. Any breach by the mortgagors of any of the covenants, conditions, and restrictions contained in the Declaration of Condominium, to which this property is subject, shall also be deemed a breach of this trust deed and the note secured hereby.

The address of the trustee for the purpose of all notices required under the Illinois Condominium Property Act is Michigan Avenue National Bank of Chicago, 30 North Michigan Avenue, Chicago, Illinois, 60602.

THIS RIDER IS ATTACHED HERETO
AND IS MADE A PART OF THE TRUST
DEED DATED: July 24, 1980


ROBERT J. CREEVY (SEAL)


MARY FRANCIS CREEVY (SEAL)

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