## 

CHARGE TO COMT 668248



## TRUST DEED 25846331

COOK COUNTY, ILLINOIS FILED FOR RECORD

1981 APR 22 PH 1: 11

Sidney N. Olson

RECORDER OF DEEDS

25846331

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INF ENTURE, made

APRIL 6th,

1981 , between

JOSEPH P. SCAPARDINE and JACQUELINE T. SCAPARDINE, his wife,

herein referred to s Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in

Chicago, Illinois, let in referred to as TRUSTEE, witnesseth:
THAT, WHEREAS t'.e M regagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders tein, herein referred to as Holders of the Note, in the principal sum of

SIX THOUSAND THREE HUNDRED FORTY-THREE (\$6,343.58)

Dollars.

evidenced by one certain Inst lm: 1 Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which sa'd No e the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate from APRIL 6th, 1981 or the balance of principal remaining from time to TWBLYB per cent per annum in ins alm ints (including principal and interest) as follows:

HINDRED FIFTY (\$150.00)

AY 19 81, and ONE HUNDRED FIFTY (\$150.00) Dollars or more on the \_\_\_\_\_day Dollars or more on thereafter until mid note is fully paid except that the final payment of principal of due on the 6t, day of APRIL 1986. All such payments on the 6th day of each month thereafter until rold note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6t, day of APRIL 1986. 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 is stal nent unless paid when due shall bear interest at the rate of twelve per annum, and all of said principal and the bear being made payable at such banking house or trust company in GORDON REALTY COMPANY II inot, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the o.if of GORDON REALTY CO., 809 W. 35th in said City.

In Said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal surform of money and said interest in accordance terms, provisions and limitations of this trust deed, and the performance of the covernant is a greenents herein contained, by the Motobe performed, and also in consideration of the sum of One Dollar in hand paid. \*\* accepts whereof is hereby acknowledged, do presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following decribe 1 Real Estate and all of their estatitle and interest therein, situate, lying and being in the CITY OF CHICALO COUNT COOK

COOK

AND STATE OF ILLINOIS, to wit:

LOT 45 in B. Shuttleee's Subdivision of South West 1/4 (1 plack 22 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range fourteen (1h) East of the Third Principal Meridian, i. look County, Illinois.

THIS INSTRUMENT WAS PREFARED BY 804 W.ST Both STREET 6060 CHICAC' ...

which, with the property hereinafter described, is referred to herein as the "pre TOGETHER with all improvements, tenements, easements, fixtures, and as thereof for so long and during all such times as Mortgagors may be entitled the estate and not secondarily) and all apparatus, equipment or articles now conditioning, water, light, power, refrigeration (whether single units or central

the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption La 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 inc	orporated herein by refe	rence and are a part herec	t and shall be binding on the mo	rtgagors, their heirs,
successors and assigns.				
WITNESS the hands	and seaks of	Mortgagors the day and	ear first above written.	
	capordine	[ SEAL ]		[ SEAL ]
Jacquelin )	Capulia	[ SEAL ]	<del></del>	[ SEAL ]
SYATE OF ILLINOIS,	, V I. WI	TITAM P. GORDON		
			aid County, in the State aforesaid, DC	HEREBY CERTIFY
County of COOK		OSEPH P. SCAPARDI	NR and JACQUELINE T. S	CAPARDING.
	<u>.+b</u>	is wife.		
<b>6</b>	who are personally kno	wn to me to be the same pe	rson 8 whose name 8 are	subscribed to the
CONTRACTOR OF	foregoing instrument,	appeared before me	this day in person and	acknowledged that
0 20 20	they	_signed, sealed and delivere	d the said Instrument asth	eir free and
	voluntary act, for the uses a	ind purposes therein set forth,	1	
Prisery I have	The water my hand	and Notarial Seelettis 6	th day of CAP	TL 19.81
5 7 7			73	
		Unu	rem or Lan	Notaly Public

Page 1

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortagears shall (a) promptly repair, restore or rebuild any baddings or improvement sow or hereafter on the premises which may become damaged or be destroyed; (b) keep said promises in good conditions and repair, without waste, and free from mechanica or other their or claims for file not expressly subordinated to the files hereof (b) pay when due any indebtedness which may be example to the file in the control of the co

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or are ten which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (\*) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times at daccess thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the alidity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to re ord this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or missing a satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory endence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the right and of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebted as macked the successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to the executed by the persons herein designated as the makers thereof; and where helease is requested of the note and which purports to be executed by the persons herein designated as the makers thereof; and where helease is requested of the original trustee and ithe substrument in substance with the description herein contained

IMPORTAGED IN 1. 2 CONTAINING SIDE OF THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Assistant Sec

668248 CHICAGO THISE AND TRUST COMPANY,

GORDON REALTY CO., 809 West 35th Street CHICAGO, ILLINOIS

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3624 S. PARNELL AVENUE

PLACE IN RECORDER'S OFFICE BOX NUMBER

LEAD OF RECORDED DOCUMENTS

EU 778 35 51