

UNOFFICIAL COPY

TRUST DEED

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25851281

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made April 17, 1981, between Walter E. Grady, hereinafter referred to as "Mortgagor", and HYDE PARK BANK AND TRUST COMPANY, an Illinois corporation 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 this Note, in the principal sum of \$10,000.00 Ten Thousand Dollars & .No/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER Hyde Park Bank & Trust Co. and delivered, in and by which said Note 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 of 18.00 per cent per annum in instalments as follows: \$10,000.00 payable at maturity on October 14, 1981

Dollars on the day of 1981

Dollars on the day of each thereafter until said note is fully paid except the final payment of principal and interest. 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 HYDE PARK BANK AND TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 the right, title and interest therein, situate, lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

**The South 1/2 of Lot 15 and all of Lot 16 in Block 9 in Second Addition to West Pullman being a Subdivision of the West 1/2 of the Southwest 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 12536 South Wallace, Chicago, Illinois.

Prepared by: Delores Jordan
Hyde Park Bank & Trust Co.
1525 East 53rd St.
Chicago, Ill. 60615

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, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically or otherwise thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in 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 herein 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 conditions and provisions appearing on this page and on page two (the reverse side hereof) 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) *Walter E. Grady* _____(SEAL)
_____(SEAL) _____(SEAL)

STATE OF ILLINOIS, }
County of Cook } ss. I, Donna J. Sedlak
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Walter E. Grady

who is personally known to me to be the same person, who has 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 17th day of April, A. D. 1981

Delores Jordan
Notary Public.
My Commission Expires 4/15/83

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