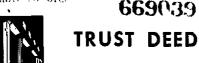
## UNOFFICIAL COPY

CHARGE TO CERT



COOK COUNTY, ILLINOIS FILED FOR RECORD

1981 MAY 19 PM 1: 27

Sidney N. Olson
RECORDER OF DEEDS

25875266

## 25875266

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 11

1981., between

en Arthur Miller and

Shirley Miller his wife formerly known as Shirley Brodsky

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Contaggors are justly indebted to the legal 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 Eight Thousand Six Hundred Eighty Dollars and 12/100\*\*\*\*\*

Dollars

的技术情况的时间,这种特别的对象,他们是一个人的时间,这种人们的一个人的时间,这种人们的一个人的时间,也是一个人的时间,也是一个人的时间,也是一个人的时间,也是

evidenced by one certain Instalme at Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

Three Hundred Forty One Dollars and 43/100\*\*\*\*\*\*

of May 1981, and Three Hundred Forty One Dollars and 43/100flars or more on the 11th day of each Month thereafter until sid note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the Cay of 19 . 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 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 nureby 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 AND STATE OF ILLINOIS, to wit:

Unit 3-01 as shown and identified on the survey of that part of a track of land consisting of Blocks 4 and 5 together with all that part of vacated North Albany Avenue Lying North of the South Line of Block 5 Extended West, Said extension also being the South Line of Vacated West Dant Avenue, and Lying South of the North Line of Said Block 5 extended West, Said extension Also being The North Line of Vacated West EsterAvenue, Together with all of Vacated West Lint Avenue, Lying East of the East Line of North Kedzie Avenue, Lying East of the East Line of North Kedzie Avenue, all in College Green Subdivision of Part of the West of the Northwest Quarter(1) of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian (Except that part of the Above Described Tract Described as Follows: Beginning at the North East Corner of Said Tract Thence West All go the North Line of said Tract 505.51 feet Thence South along a Line Parallel to the East line of said Tract 681.49 Feet, to the South Line of Said Tract Thence West All go the East Line of Said Tract Thence North elong the East Line of Said Tract 681.82 Feet to the point of leginning in cook County, Illinois, Which Survey is Atlached as Exhibit "A" to the Declaration of Condominium Ownership By Wins' Development Corporation Recorded in the Office of the Recorder of Deeds of Cook County, Illinois As Document Number 20845366, Together with an Undivided .5154 per cent interest in the above described premises, Excepting the refrom 5 all of the units, as Defined and set forth in the Said Declaration and Survey...

669039

## **UNOFFICIAL COPY**

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C <sub>C</sub>	<b>!</b>
which, with the property hereinafter described, is referred to herein as the "premises,"	
thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with a direct reason 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, floor coverings, inador beds, awnings, stoves and water heaters. All of the equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and said rights and benefits the Mortgagors do hereby expressly release and waiter.  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 S and soatS of Mortgagors the day and leat first above written.  [SEAL] Shirley Miller Formerly known as  [SEAL] Shirley Brodsky [SEAL]	
STATE OF ILLINOIS, I, Lillian Desnet	
County of Cook  SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Arthur Miller and Shirley Miller his wife formerly known as Shirley Brodsky	
who are personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they	
signed, sealed and delivered the said Instrument asfree and	
This Instrument Prepared By	
The state of the s	
Form 807 Trust Deed - Individual Magna Morth responsive statement Note with Interest Included in Payment.  Chicago, Illinois 60602	0

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not topressly subordinated to the lien hereof; (c) pay when due any indebtedness which may become do not the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or furge on the premises; (c) comply with all requirements of law or municipal ordinances.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunedre Mortgagors shall pay in full under protects, in the map reported by statute, any tax or the premises and the premises and flow of the note duplicate receipts therefor. To prevent default hereunedre Mortgagors shall pay in full under protects, in the map reported by statute, any tax or the premises of the protect of the protect of the note duplicate receipts therefor. To prevent default hereanedre Mortgagors shall pay in full under protects, in the map reported by statute, any tax or the statute of the protect of t

preparations for the defense of any threatened at o, proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the process includes a sale of the process of the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the process including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof con fitute courted indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to forecloon this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or a fertule, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be approached as a homestead or not and the Trustee hereunder may be approached as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such freed sures such as a during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits of said premises during the pendency of such freed sures and a deficiency, during the full susual in such cases for the protection, possession, control, management and over one of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree forec

10. No action for the enforcement of the lien or of any provision hereof shall be su ject 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 remailer and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, nor shall frue ee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable man, and acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trust e, and it may require indemnities estistantory to it hefore exercising any power herein given.

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IMPORTANT!  FOR 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.	Ву	ion No. 669039 ICAGO TYTER AND TRUST AND
AIL TO: THE FIRST NATIONAL BANK OF LINCOLNWOOD		FOR RECORDER'S INDI INSERT STREET ADDR DESCRIBED PROPERTY

6401 NORTH LINCOLN AVENUE LINCOLNWOOD, ILLINOIS 60645

PLACE IN RECORDER'S OFFICE BOX NUMBER

COMPANY.

Trustee.

END OF RECORDED DOCUMENT