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TRUST DEED

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Box No.

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made *August 22* 1978, between LEON WALKER AND DIANE WALKER, his wife, herein referred to as "Mortgagor", and HIGHLAND COMMUNITY BANK 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 SEVENTY FIVE THOUSAND AND 00/100 (\$75,000.00) Dollars, evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to BEARER

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 10 1/2 per cent per annum in instalments as follows:

ONE THOUSAND ONE HUNDRED FIFTY EIGHT AND 01/100 (\$1,158.01) Dollars on the 1st day of October 19 78 and ONE THOUSAND ONE HUNDRED FIFTY EIGHT AND 01/100 (\$1,158.01) Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 19 86. 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 HIGHLAND COMMUNITY BANK 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 their estates, right, title and interest therein, situate, lying and being in the County of COOK AND STATE OF ILLINOIS, to wit:

(SEE LEGAL DESCRIPTION HERETO ATTACHED AND MADE PART OF)

LEGAL DESCRIPTION

Lots 173 to 179, both inclusive and the East 33 feet of the West 573 feet of Lot 180 and the East 31 1/2 feet of Lot 180, also the Northerly and Southerly 16 foot alley lying Westerly of and adjoining Lots 175 to 179 both inclusive and Easterly of and adjoining Lot 174, and the Easterly line of said Lot 174 extended Southerly also that part of the East and West 16 foot alley lying South of and adjoining Lots 173 and 174 and North of and adjoining Lot 180 which lies East of a line 16 feet East of and parallel with the West line of said Lot 173 extended Southland Westerly of the Easterly line of said Lot 174 extended Southerly, all in Roseland Heights, being a Subdivision of all of Lots 2 and 3 and part of South five-sevenths of Lot 4 lying West of Michigan Avenue in Peter Boon and others Subdivision of the Southwest quarter of the Southwest quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian, (except therefrom a tract being 63.19 feet on the West line of Michigan Avenue and 81.42 feet on the South line of Lot 2).

ALSO

Lots 6, 7 and 8 and the East 97 1/2 feet of Lot 9 in Abraham De Koker's Subdivision of the South 8 rods of the West 80 rods of the Southwest quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian.

ALSO

That part of the Southwest quarter of the Southwest quarter of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of Lot 178 in Roseland Heights, aforesaid thence West along the South line of said Lot 178 to the Northeast corner of Lot 179 in said Roseland Heights, thence Southerly along the East line of said Lot 179 to the South line thereof thence East along said South line extended to the West line of Michigan Avenue thence Northerly along said Westerly line of Michigan Avenue to the point of beginning, all in Cook County, Illinois.

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COOK COUNTY RECORDER'S OFFICE

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This instrument is junior to that Trust Deed executed by the National Bank of Austin, Trustee under Trust No. 4468 to Chicago Title and Trust Company, Trustee, recorded and filed under Document Nos. 20864027 and LR 2455178

which, with the property hereinafter described, is referred to herein as the "premises,"
TOGETHER with all improvements, tenements, appurtenances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees 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, floor 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 attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagees 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 purpose, and upon the use 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 Mortgagees 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 Mortgagees, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagees the day and year first above written.

Leon Walker (SEAL) Diana Walker (SEAL)

STATE OF ILLINOIS, COOK County of } ss. Richard F. Friedman
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Leon Walker and Diana Walker, his wife
Prepared by Earl L. Neal, 111 W Washington, Chicago, Ill. 60602
who personally known to me to be the same person whose name 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 Notary Seal this 22 day of August, A.D. 1922
Richard F. Friedman, Notary Public.

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1. Mortgagor shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge to the Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of any municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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This instrument prepared by:
Earl W. Hall
1111 North Washington Street
Chicago, Illinois 60602

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified herewith under identification No. _____
HIGHLAND COMMUNITY BANK
by _____
Assistant Secretary

DELIVERY INSTRUCTIONS
NAME HIGHLAND COMMUNITY BANK
STREET 1701 West 87th Street
CITY Chicago, Illinois 60620
OR
RECORDER'S OFFICE BOX NUMBER 413.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
90 East 103rd Street
Chicago, Illinois 60628