

# UNOFFICIAL COPY

GEORGE E. COLE\* FORM No. 206  
LEGAL FORMS September, 1975

TRUST DEED (Illinois)  
For use with Note Form 144g  
(Monthly payments including interest)

26461990

1983 JAN 7 11 18 PM

JAN--7-83 6 8 2 5th Above Space For Recorder's Use Only

10.20

THIS INDENTURE, made January 3 1983, between JOHN J. KELLY, MARY P. KELLY (his wife) and JEROME J. MAURICE, MARY JANE MAURICE (his wife) herein referred to as "Mortgagors," and EDWARD O. BENSON and MARY E. BENSON (his wife)

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer or EDWARD O. BENSON OR MARY E. BENSON (his wife)

and delivered, in and by which note Mortgagors promise to pay the principal sum of EIGHTY THREE THOUSAND AND NO/100 (\$83,000.00) Dollars, and interest from January 4, 1983 on the balance of principal remaining from time to time unpaid at the rate of 12% per cent per annum, such principal sum and interest to be payable in installments as follows: FOUR THOUSAND THREE HUNDRED NINETY FIVE AND 54/100 Dollars on the 4th day of April 1983, and FOUR THOUSAND THREE HUNDRED NINETY FIVE AND 54/100 Dollars on the 4th day of each and every 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 4th day of October 1989; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 16% per cent per annum, and all such payments being made payable at 960 River Road, Des Plaines, Illinois

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or, in case of default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the

CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit: Lots 8 and 9 in Block 28 in Edgebrook Manor being a Subdivision of Lots 27, 32, 33, 34, 35 that part of the South West half of Lot 38 and Lot 39 lying West of road, all of Lots 40, 41, 42, 43, 44, South West half of Lot 45, all of Lots 47, 48, 49, 50, 51 and 52 in Subdivision of Bronson's part of Caldwell's Reserve in Townships 40 and 41 North, Range 13 East of the Third Principal Meridian except therefrom that part of said Lots 34 and 41 lying South of North city limits of City of Chicago west of center line of Carpenter Road and East of right of way of Chicago, Milwaukee and St. Paul Railroad Company and also except the 100 feet right of way of Chicago, Milwaukee and St. Paul Railroad in Cook County, Illinois, the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

John J. Kelly  
JOHN J. KELLY

Jerome J. Maurice  
JEROME J. MAURICE

Mary P. Kelly  
MARY P. KELLY

Mary Jane Maurice  
MARY JANE MAURICE

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN J. KELLY, MARY P. KELLY, JEROME J. MAURICE and MARY JANE MAURICE

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 official seal, this third day of January 1983  
Commission expires 7/27 1985

This instrument was prepared by Peter G. Karahalios, Attorney at Law, Suite 600, 155 No. Michigan Ave., Chicago, Illinois 60601

(NAME AND ADDRESS)  
NAME Peter G. Karahalios  
MAIL TO: ADDRESS 155 N. Michigan Ave., Ste. 500  
CITY AND STATE Chicago, IL ZIP CODE 60601

ADDRESS OF PROPERTY:  
6420 N. Lehigh Avenue  
Chicago, Illinois 60646  
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  
SEND SUBSEQUENT TAX BILLS TO:  
John J. Kelly and Jerome J. Maurice  
(Name)  
6420 N. Lehigh, Chicago, IL 60646  
(Address)

DOCUMENT NUMBER  
26461990

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

