## **UNOFFICIAL COPY**

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TRUST DEED This instrument prepare by Joyce Domenico 9443 S. Ashland Ave. Chicago, Illinois 60620

## 26826184

OCT-16-83 780910

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10.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE, made October 14. 19 83 between - - - - - - JAMES J. DONOVAN and MAUREEN C. DONOVAN, his wife- -

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

THAT, WI ER LAS the Mortgagors are justly indebed to the legal holder or holders of the principal Promissory Note hereinafter described, said 'egal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

evidenced by one cert in P ncipal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF XXXXXXX ASHLAND STATY, BANK

and delivered, in and which said Principal Note the Mortgagors promise to pay the said principal sum on October 14, 1985 with interest thereon from October 14, 1983 of 14½% per cent per a nur, yable received said principal and interest being made paye he a such banking house or trust company in

October 14, 1985 with interest, thereon from October 14, 1983 until maturity at the rate of 14½% per cent per a nur, yable received said principal and interest being made paye he a such banking house or trust company in

Chicago Illinois, as Chicago the holders of the note may, from time to 1 me, it, writing appoint and in absence of such appointment, then at the office of

NOW, THEREFORE, the Mortgagurs to secure he rayment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performed, and also in consideration of the sum of One Dollar in had raid the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the "Observable Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicag."

COUNTY OF Cook AND STATE OF ILLINOIS.

Lots 1, 2 and 3 in Owner's Divis on cf Lot 4 and a part of Lots 3 and 12 all in Block 6, together with parcel of land adjoining said Lots 3 and 4, in Hundley's Subcivision of Lots 3 to 21 and Lots 33 to 37 all inclusive, in Pine or we, in fractional Section 21, Township 40 North, Range 14 East of on Third Principal Meridian, according to the plat recorded December 1, 1/2° as Document No. 9111941, in Cook County, Illinois and Lot 6 and 7 in the Resubdivision of Lots 1, 2, 3 and 4 in P.N. Kohlsaat's New Subdivision in Pine Grove in Fractional Section 21, Township 40 North, Range 14 That of the Third Principal Meridian. in Cook County, Illinois. Principal Meridian, in Cook County, Illinois.

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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 an 'pri its thereof or so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real rate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or therein out the supply heat, gas, air conditioning, water, if it mover, doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing, screens, window said est, ormit doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said eal 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 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 it. 3th 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 coveragets conditions and province agreements are as a Chile.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this

erence and are a part hereof	and shall be binding on the mortgagors, the	neir heirs, successors and
sea <b>ls</b> of Mortgagors the d	day and year first above written.	·\$
[ SEAL ]	MAUREEN C. DONOVAN	[ SEAL ]
( SEAL )		[ SEAL ]
a Notary Public in and for the re	residing in said County, in the State aforesaid, DO	HEREBY CERTIFY THAT
personally known to me to be	e the same person s whose names	subscribed to the
delivered the said Instrument as	their free and voluntary act, for t	tney signed, the uses and purposes therein
Given under my hand and Notari	rial Seal this 14th day of 0c	1983
	SEAL   SEAL    I SEAL    I SEAL    A Notary Public in and for the incomplete of the seal of the seal delivered the said Instrument as	SEAL   MAUREEN C. DONOVAN   SEAL    I

Form 39 Trust Deed - Individual Mortgagor - Secures One Principal Note - Term. R. 11/75

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 or expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be excured 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 to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon safermises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or

An Mortagent shall (b) promptly repair, retorie or rebuild any buildings or improvements now or herarder on the promises which may become required and upon repair exhibit stillaterity redeted of the discharge of such prior lies to Frazeco to honder or the nort (b) compiler within the frazeco of the discharge of such prior lies to Frazeco to honder or the nort (b) compiler within the frazeco of the prior to the nort (b) compiler within the frazeco of the prior to the nort (b) compiler within the frazeco of the prior to the nort (b) compiler within the frazeco of the prior to the nort (b) compiler within the frazeco of the prior to the nort (b) compiler within the frazeco of the prior to the nort (b) the compiler within the frazeco of the prior to the nort (b) the compiler within the frazeco of the prior to the nort (b) the compiler within the frazeco of the prior to the prior t

IMPORTANT:  OR THE PROTECTION OF BOTH THE BORROWER AND ENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED HOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR LECORD.	Identification No.  CHICAGO TITLE AND TRUST COMPANY,  Truste  Assistant Secreta  Assistant Vice Pastide
1	- ·

Ashland State Bank 9443 S. Ashland Avenue Chicago, Illinois 60620

TPLACE IN RECORDER'S OFFICE BOX NUMBER 364

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

3730 North Lake Shore

END OF RECORDED DOCUMENT