

UNOFFICIAL COPY

TRUST DEED

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26289005

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 2, 1982, between Walter Brown and Judy Brown, his wife, herein 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 \$4,646.11 Four Thousand, Six Hundred & Fortysix Dollars & 11/100 Dollars, evidenced by 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 18.5% per cent per annum in instalments as follows: \$119.24 (One Hundred & Nineteen Dollars & .24/100)

Dollars on the 1 day of August 1982 and \$119.24 (One Hundre & Nineteen Dollars & .24/100)
 Dollars on the 1 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 1 day of July 1987. 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 of 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 same 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 assure payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions 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 estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

Lot 21 in Block 1 in Beverly View, being a Subdivision of part of Lot 13 in Hunter's Subdivision of the North West quarter of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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

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which, with the property hereinafter described, is referred to herein as the "premises."
 TOGETHER with all improvements, fixtures, appurtenances, 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 secondarily, and single units or contracts controlled), and ventilation, including (without restricting the foregoing), sewers, window shades, doors, casings and windows, floor coverings, plaster, brick, concrete, stone and water fixtures. All of the foregoing are declared to be a part of said real estate which, if not attached thereto or not, and it is agreed that all similar appurtenances, appurtenances or articles hereafter placed in the premises by the mortgagors, 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 terms 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 voluntarily 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.

Walter Brown (SEAL) *Judy E. Brown* (SEAL)

STATE OF ILLINOIS }
 County of Cook } ss. I, Delores Jordan
 a Notary Public in and for and residing in said County, in the State aforesaid,
 do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me and acknowledged before me by the Mortgagors, Walter Brown and Judy Brown, his wife,

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, executed before me this day in person and acknowledged before me, and delivered to me by the said Mortgagors, their heirs, successors and assigns, and that the said Mortgagors are duly married and the said instrument is a true and correct copy of the original as the same was presented to me and acknowledged before me by the Mortgagors, their heirs, successors and assigns, and that the said Mortgagors are duly married and the said instrument is a true and correct copy of the original as the same was presented to me and acknowledged before me by the Mortgagors, their heirs, successors and assigns.

GIVEN under my hand and Notarial Seal this 2nd day of July 1982.

Delores Jordan
 Notary Public

4-6-12-10

MY COMMISSION EXPIRES 2-27-88 Notary Public

1. Mortgagee shall (1) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, well fenced and well cared for... (3) promptly pay all taxes... (4) complete within a reasonable time any building or building now or hereafter... (5) promptly pay all assessments...

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1982 JUL 14 - PM 2:39

RECORDED
BOOK COUNTY ILLINOIS

JUL 14 1982

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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. HYDE PARK BANK AND TRUST COMPANY
by *R. Judy* Assistant Vice President Assistant Secretary

D NAME
E STREET
L CITY
V STATE
R COUNTY
Y INSTRUCTIONS

HYDE PARK BANK & TRUST COMPANY
% INSTALLMENT LOAN
1025 E 53rd STREET
CHICAGO, ILLINOIS 60643

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE
Walter G. Judy Brown
2236 W. 81st St.
Chicago, Ill.

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