

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

(Monthly payments including interest)

27501056

The Above Space For Recorder's Use Only

THIS INDENTURE, made March 28 1985, between John J. McGinty a widower 11.25

C.R. Waggoner herein referred to as "Mortgagors," and

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

Fidelity Financial Services, Inc.

1701 S. 1st Ave. Suite 304 Maywood, Il. 60153

and delivered, in and by which note Mortgagors promise to pay the principal sum of Seven Thousand Three Hundred Dollars, including interest from April 2, 1985 and 00/100(\$7350.00) said indebtedness

in installments as follows: One Hundred Fifty and 00/100(\$150.00) Dollars on the 2nd day of May, 1985, and One Hundred Fifty and 00/100(\$150.00) Dollars on the 2nd day of May 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 1st day of May, 1989; all such payments to be made to the order of the undersigned or to such other person as may be designated in writing by the undersigned from time to time and to be paid at the place as provided in note of even date, such payments to include principal and interest to be payable

and all such payments being made payable to the order of Note 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 default shall occur and continue for three days (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, the 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:

Lot thirty-six (36) in Block five (5) in John Rein's Subdivision of the East half (E1/2) of the East half (E1/2) of the North West quarter (NW1/4) of Section twenty-four (24), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

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which, with 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 placed on or 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, indoor stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached hereto 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. McGinty (Seal) John J. McGinty (Seal)

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. McGinty, a widower

IMPRESS SEAL HERE

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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Given under my hand and official seal, this 28th day of March 1985 Commission expires 19

This instrument was prepared by Charles R. Waggoner Notary Public

Maria Lobo 1701 S. 1st Ave. Suite 304 Maywood, Il. (NAME AND ADDRESS)

ADDRESS OF PROPERTY:

MAIL TO: NAME Fidelity Financial Services, Inc. ADDRESS 1701 S. 1st Ave. Suite 304 CITY AND STATE Maywood, Il. ZIP CODE 60153

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

John J. McGinty 1701 S. (Name) 1st Ave. Suite 304 (Address) Maywood, Il. 60153

OR RECORDER'S OFFICE BOX NO. _____

DOCUMENT NUMBER

27501056

