

## TRUST DEED

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THE SHOW THIS INDENTURE, made 19 84 , between 7 May CHRISTOPHER C. BARTON, III, divorced and not since remarried AND HOMER DILLARD, JR., divorced and not since remarried he ein referred to as "Mortgagors," and LAWRENCE R. HOCHBERG herein referred to as TRUSTEE, witnesseth: 7. IAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal I , A et or holders being herein referred to as Holders of the Note, in the principal sum of FIRTY SLY THOUSAND AND No/100-Dollars. evidenced by on certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF -FIRST MATIONAL BANK IN HARVEYand delivered, in an 1 by hich said Note the Mortgagors promise to pay the said principal sum and interest from May 7, 1987. on the balance of principal remaining from time to time unpaid at the rate of Fourteen per cent per a num a instalments (including principal and interest) as follows:

Eight Hundred Four and 60/100-Dollars or more on the 19 84 and E1-1 ... udred Four and 80/100--of July 1st day of each month there ater until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be day on the 1st day of June, 1989 . 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 Fourteen per annum, and all of said principal and interest being made payable at such banking house or trust Harvey Illinois, as the holders of the note may, from time to time, company in

in writing appoint, and in absence of such appointment, then at the office of First National Bank in Harvey in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said rinci all rum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the over all and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand pair, 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 COOK

AND STATE OF ILLINOIS, to wit:

Lots 21, 22 and 23 (except the South 7 feet of said lous) and Lot 24 (except the South 7 feet thereof) and Lot 25 (except the West & there it and except the South 7 feet) in Block "R" in Academy Addition to Harvey, a Subalvision of that part of the Northwest & of Section 9, Township 36 North, Range 14, East of the Third Principal Meridian lying South of the Calumet River and West of the Illinais Central Railroad and all of that part of the Northwest 4 of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian lying South of the Calumet River, except that part of said Northeast & lying South of Tho aton Road and except also the South 35 Acres of the East & of the West & of wat. Northeast &, all in Cook County, Illinois.\*\*

which, with the property hereinaster described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, 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 tear 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), serens, window shades, storm doors and windows, floor coverings, inador 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 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 TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and Tusts 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 covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs,

successors and assigns.	۸
WITNESS the hand 8 and seal 9 of Mortgagors the day and year first above written,	Vi
84 1: (5 hustopher Douton III [SEAL] & Homes Willa	SEAL)
Christopher C. Barton, III Homer Dillard, Jr.	-
[ SEAL ]	A TI OOL TIPELLY
	A B H - 1 3 2 7 3 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2 2 7 2
STATE OF ILLINOIS, 1 I, the undersigned	159
SS a Notary Public in and for and residing in said County in the State afore	aid, DO HEREBY CERTIFY
County of Cook THAT Christopher C. Barton, III, divorced a	
married & Homer Dillard, Jr., divorced and not since rem	arried
who ATA personally known to me to be the same persons whose name S	are subscribed to the

instrument, appeared before this me foregoing signed, sealed and delivered the said Instru voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal thi

20 JUN

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note with Interest Included in Payment R. 11/75

## **UNOFFICIAL COPY**

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

THE COVENANTS, CONDITIONS AND FROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagoor shall (d) promptly speak, restore or rebuild any buildings or improvements now or hereafter on the premises which may become dumaged or be destroyed, the property of the line here for condition and repair, without waste, and free from mechanics or other time to chain for the more expectably and the property of the line here for chains for the more expectably and the property of the line here for chains of the more expectably and the property of the line here for chains of the more expectably and the property of the line here for chains of the more expectably and the property of the discharge of t

indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special a subject to the lien hereof or of such decree, provided such application is made prior to forecone reale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any deficiency.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reas at ble times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures on the note of trust deed, nor shall Truste be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any tax to omissions hereunder, satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of sale and the require indemnities and indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to a dat the requires the secured has been paid, which representation Trustee may execute and deliver a release hereof to a dat the requires the secured has been paid, which representation Trustee may execute and the lien thereof by a prior trustee here and the presentation of the successor trustee may accept as the genuine note herein described any note which bears an identification number purpo ting to be placed to executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee are in as never presented and which conforms in substance with the description herein contained of the note and which on proper is the presented and which conforms in substance with the description herein contained of the note a

premises are situated shall be Successor in Trust. Any Successor in trust nereumour small have the latent that here in premises are situated shall be Successor in Trust. Any Successor in trust nereumour small have the latent that here in premises and all persons claiming under or through the latent persons, and the word "Morteagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Belf we release stated to mean "notes" when more than one note is used.

16. Belf we release stated to mean "notes" when more than one note is used.

16. Belf we release that the state of the provision of the "Trust deed treasonable one provision of the use of the state of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!  FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DADD HENGLE BE ELECTRICATED BY THE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Identification No.  CHICAGO TITLE AND TRUST OF THE ASSISTANT Secretary Assistant Vice He	Trustee,
RETURN TO  MAIL TO: FIRST NATIONAL BANK IN HARVEY  174 EAST 1540 STREET	FOR RECORDER'S INDEX INSERT STREET ADDRES DESCRIBED PROPERTY H	S OF ABOVE
HARVEY, ILLHIOIS 60426  PLACE IN RECORDER'S OFFICE BOX NUMBER		

END OF RECORDED DOCUMENT