

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FIRM

## TRUST DEED (ILLINOIS)

For Use With Note Form 1448  
(Monthly Payments Including Interest)

FORM NO. 206  
April, 1980

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are disclaimed.

THIS INDENTURE, made July 11 1985  
between James McCoy, a widower,

8557 So Blackstone Chicago, Illinois  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor," and  
Commercial National Bank

4800 N. Western Avenue Chicago Illinois  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are duly indebted  
to the legal holder of a prime pal promissory note, termed "Installment Note," or even date  
herewith, executed by Mortgagor, made payable to Trustee and delivered, and by which  
note Mortgagor promises to pay the principal sum of

two thousand nine hundred and 0/00

Dollars, and interest from Aug. 1, 1985 on the balance of principal remaining then due to then unpaid at the rate of 18.0 per cent  
per annum, such prime pal sum and interest to be payable in installments as follows: one hundred forty four and 27/100 Dollars on  
Dollars on the 1st day of Sept. 1, 1985 and one hundred forty four and 27/100 Dollars on  
the 1st 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 1st day of Aug. 1, 1987, at 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 18.0 per cent per annum, and all such payments being  
made payable at Commercial National Bank 4800 N. Western Ave. Chicago or at such other place as the legal  
holder of the note may, from time to time, in writing appoint; provided that in the election of the legal holder thereto 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 above set, in  
case default shall occur in the payment of, 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 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, this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and  
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is herein acknowledged, Mortgagor by these presents CONVEY AND  
WARRANT unto the Trustee, his or her successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,  
situate, lying and lying in the city of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 23 and the west 3 feet of Lot 22 in Block 3 in Copeks subdivision, being a  
resubdivision of the subdivision of the East half of the Southeast Quarter  
(except the North half of the North half thereof) in Section 35, Township 38  
North, Range 14, East of the Third Principal Meridian including vacated streets  
the same according to the plat thereof recorded August 13, 1915 as Doc. 569147 in  
Cook County, Illinois.

Tax ID# 20-35-412-014  
Common address 8557 S. Blackstone, Chi. Il

which, with the property hereinafter described, is referred to hereinafter as the "premises."

TOGETHER with all improvements, tenements, fixtures, appurtenances thereto belonging, and all rents, issues and profits thereof for so long and  
during all such times as Mortgagor may be entitled thereto (which rents, issues and profits are pledged primarily on a parity with said real estate and not  
secondarily), and all fixtures, apparatus, equipment or articles now or hereafter set the same in or used to supply heat, gas, water, light, power, refrigeration,  
and air conditioning (the same single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades,  
awnings, storm doors and windows, floor coverings, indoor beds, stores and other fixtures. 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 enlargements and additions and all similar or other apparatus, equipment or  
articles hereafter placed in the premises by Mortgagor or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, his or her successors and assigns, forever, for the purposes, and upon the uses and trusts  
herein set forth, free from all liens and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits  
Mortgagor does hereby expressly release and waive.

The name of a record owner is: James McCoy

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 set forth in full and shall be binding on Mortgagor, their heirs,  
successors and assigns.

Witness the hands and seals of Mortgagor the day and year above written.

*James McCoy*

(Seal)

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

(Seal)

State of Illinois, County of

Cook

in the State aforesaid, DO HEREBY CERTIFY that

James McCoy, a widower

(Seal)

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

Given under my hand and official seal, this 3rd day of August, 1985.

Commission expires 3-1-1986

This instrument was prepared by FOX, 728 S. Milwaukee, Wheeling, IL 60090

NAME AND ADDRESS

Mail this instrument to: Commercial National Bank 4800 N. Western, Chi. Il 60625

(CITY) (STATE)

FOR RECORDER'S OFFICE BOX NO

85142669

DEFT-01 RECORDING \$11.00  
T#2222 TRN 2279 09/12/85 15:48:00  
\$279 # 3 \* 85-142669

The Above Space For Recorder's Use Only

85-142669

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED IS MADE IN WITNESS WHEREOF, the undersigned, with whom the above named parties have agreed, do hereby execute this instrument.

13. Trustee shall release this Trust Deed and the legal title thereto to the property instrument upon prepayment in full of the principal amount due thereon, which release shall be made by the trustee in full payment of all amounts due thereon, and the trustee shall pay all taxes, assessments, and other charges against the property, and the trustee shall pay all costs and expenses of recording, filing, or otherwise perfecting the release.

which for that purpose.

9. Upon the death of said partners, such partnership may be continued by the surviving partner or by his heirs, or by his executors and administrators, or by his assigns, without notice, provided that the surviving partner or his heirs, or his executors and administrators, or his assigns, shall be liable for all debts and obligations of the firm, and for all acts done by the firm prior to his death, and for all acts done by him after his death, which he might have done in the course of his business, if he had been alive at the time of his death.

10. No action for the enforcement of the terms of this Trust Deed or of any provision hereof shall be brought before the expiration of three years from the date when the same became due and payable, except as otherwise provided in the law of this State.

11. Trustee or the holders of the notes shall have the right to inspect the premises at all reasonable times and places, and to exercise all rights reserved to him under the terms of this note, subject to any provision hereof.

8. The presence of any reagent(s) used in the preparation of the precipitate shall be indicated and applied in the following order of priority: First, an accurate

3. All organizations shall keep all buildings and improvements now or hereafter constructed in a neat and presentable condition by the insurance companies of money awarded as compensation for damage to the property.