

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS' USE ONLY

JAN 21 1986 70 31 0571

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THIS INDENTURE, made January 14, 1986, between

CLAUDE JACKSON AND MARY JACKSON, His Wife

herein referred to as "Mortgagors," and MARQUETTE NATIONAL BANK,

a national Banking Association 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 the Note, in the principal sum of TWENTY ONE THOUSAND AND NO/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 12 1/2 per cent per annum in instalments as follows: Three Hundred Seven and 40/100----- (307.40) or more -----

Dollars on the first day of March 19 86 and Three Hundred Seven and 40/100 (307.40) or more -----

Dollars on the first day of each 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 first day of February 1986. 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 the ~~note~~ 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 note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of MARQUETTE NATIONAL BANK in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 78 (except the North 20 feet) all of Lot 79 in Englewood on the Hill First Addition West 1/2 of the North West 1/4 and the South East 1/4 and the North East 1/4 of the North West 1/4 of the South East 1/4 of Section 19, Township 32 North, Range 14, East of the Third Principal Meridian in Cook County, Il..

1 00

✓ P. I. #20-19-402-050

THIS INSTRUMENT PREPARED BY:

NAME DATE Joseph L. Scheurich 1/14/86 6316 South Western Ave., Chicago, Il. 60636

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 and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par with said real 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) screens, window shades, storm doors and windows, floor coverings, inlaid 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 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 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.

WITNESS the hand S. and seals... of Mortgagors the day and year first above written

x Claude Jackson [SEAL] x Mary Jackson [SEAL]

STATE OF ILLINOIS,

I, the undersigned

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Claude Jackson and Mary Jackson, His Wife

County of Cook

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

GIVEN under my hand and Notarial Seal this 16th day of January, A. D. 1986

CHERYL DOYLE Commission Expires December 12, 1989

[Signature] Notary Public

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Chicago, Ill. 60636
6725 South Wolcott

CECILIA JACKSON AND MARY JACKSON, HIS WIFE
INSERT STREET ADDRESS ABOVE
FOR RECORDS INDEX PURPOSES
DESCRIBED PROPERTY HERE

INSTRUCTIONS

CITY

STREET

NAME

Y
R
E
V
I
D

IS FILED FOR RECORD.

FILED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED.

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

INFORMATION

DATE OF DISBURSEMENT

In the event the borrower (hereinafter referred to as the "Borrower") fails to pay the monthly payments of principal and interest as provided herein, the lender (hereinafter referred to as the "Lender") shall have the right to declare the entire amount of the loan due and payable immediately.

17. In addition to the monthly payments of principal and interest as provided herein, the Borrower shall pay to the Lender, as a condition of the loan, a sum equal to the monthly payments of principal and interest as provided herein, plus a sum equal to the monthly payments of principal and interest as provided herein, plus a sum equal to the monthly payments of principal and interest as provided herein.

18. The Holder of the Note hereby elects a "late charge" not to exceed two percent (2%) for each day (or fraction thereof) that the Borrower fails to pay the monthly payments of principal and interest as provided herein.

19. The Borrower shall be liable for the payment of the principal and interest on the Note as provided herein, whether or not such payments shall have been made by the Borrower or any other person.

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

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