

This instrument was prepared by:
Chicago Bank of Commerce
200 E. Randolph Dr.
Chicago, IL 60601

By: *Teri L. Brummerstedt*

UNOFFICIAL COPY

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TRUST DEED

88494153

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 3 19 88, between

Harold E. Spears

herein referred to as "Mortgagors," and **CHICAGO BANK OF COMMERCE**, an Illinois corporation doing business in Chicago, Illinois, herein referred to as BANK, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal 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 10,347.15

Ten Thousand Three Hundred Forty Seven and 15/100 ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of 13,333.44 including interest in instalments as follows:

Two Hundred Seventy Seven and 78/100----- Dollars or more on the 4th day of November 19 88, and Two Hundred Seventy Seven and 78/100----- Dollars or more on the same 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 4th day of September 19 92.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 Bank, 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 AND STATE OF ILLINOIS, to wit:

The North 11 feet of Lot Twenty (20) and Lot Twenty One (21) (Except the North 10 feet thereof) in Block Four (4) in Ackely and Harroun's Subdivision of the East half (E½) of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, (except the North, South, East and West 33 feet thereof taken for street), in Cook County, Illinois

P.I.N.: 20-36-211-041

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COOK COUNTY RECORDER

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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 parity 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, 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 Bank, 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 and seal of Mortgagors the day and year first above written.

Harold E. Spears [SEAL] [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS, I, Teri L. Brummerstedt
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Harold E. Spears

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 3rd day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of October 19 88.

Notarial Seal
OFFICIAL SEAL
TERI L. BRUMMERSTEDT
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 18, 1992

Teri L. Brummerstedt Notary Public

UNOFFICIAL COPY

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
8049 S. MERRILL
Chicago, IL 60617

CHICAGO BANK OF COMMERCE
200 East Randolph Drive
Chicago, Illinois 60601

MAIL TO:

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

- Mortgagees shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, or assessment which Mortgagees may desire to contest.
- Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and in case of loss or damage, to Bank of Commerce.
- Mortgagees shall pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and in case of loss or damage, to Bank of Commerce.
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10. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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Property of Cook County