



# UNOFFICIAL COPY

**TRUST DEED**

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1988 DEC 12 AM 10:01

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE**, made December 16,

1988 between

Wilson W. Moton and wife Anne E., as joint tenants herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note herematter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Nine Thousand Two Hundred Thirty four and Sixty Cents (\$9,234.60) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER General Finance Corp. of Ill.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Dec. 21, 1988 on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in instalments (including principal and interest) as follows:

One Hundred Fifty Three and Ninety One cents (\$153.91) Dollars or more on the 21st day of Jan., 1989, and One Hundred Fifty Three and Ninety one cents (\$153.91) or more on the 21st 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 21st day of Dec., 1993. 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 \_\_\_\_\_ per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County 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 General Finance Corp. of Ill., 2313 W. 95th St., Chgo, IL, 60643.

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 COUNTY OF AND STATE OF ILLINOIS, to wit:

The South 23 feet of the North 50 feet of Lot 5 in Block 8 in Subdivision of Block 12 and part of Blocks 5, 6, 7 and 8 of South Englewood in the Northwest ¼ of Section 4, Township 37 North, Range 14, lying east of the 3rd principal meridian in Cook County, Illinois.

Perm. Tax # 25-04-100-023-0000

Property Address 8746 S. Emerald Chgo, IL, 60620

12<sup>th</sup>

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 thereto 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, indoor 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 purpose, 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.

[SEAL]

[SEAL]

[SEAL]

Wilson W. Moton

[SEAL]

STATE OF ILLINOIS,

County of COOK

{ SS.

I, Rosemary Broughton, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wilson W. Moton and wife Anne E. as joint tenants

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

Given under my hand and Notarial Seal this 16th day of Dec. 1988.

JOAN RANDY, P.C. NOTARY

Notary Public

Notarial Seal

RECEIVED IN THE OFFICE OF THE CLERK OF THE COOK COUNTY COURTHOUSE DECEMBER 16, 1988

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest included in Payment.

R. F. 1175

MAIL TO:

DESCRIPTIVE PROPERTY HERE  
LAW SUIT OUTLINES THIS DOCUMENT

FOR THE PROTECTION OF YOUR WORKFORCE AND  
PROPERTY THE INSURANCE COMPANY OF CHICAGO OFFERS  
THEIR TRUSTED INSURANCE AGENTS THE PREMIER  
INSURANCE POLICY IN THE INDUSTRY.

16. Before claiming this fund deed, trustee of successor shall receive for his services a fee as determined by his wife selected in effect when the relative deed is issued. trustee of successor shall receive for his services a fee as determined by his wife selected in effect when provisions of this fund deed. The provisions of the "Trusts And Trustees Act" of the State of Illinois shall be applicable to this fund deed.

14. This Trust deed and all previous notes, shall be held in trust for the benefit of the beneficiaries and for the payment of the debts of the corporation.

The transfer of this responsibility to the state would be a major step forward in terms of the efficiency and effectiveness of our waste management system.

For example, in the case of the *lute*, the instrument was originally made of wood, but later versions were made of metal.

11. Evidence of a prior or present association with the target firm must be provided by the party asserting the claim. The party asserting the claim must also provide evidence of a prior or present association with the target firm.

13. *Trustee has no duty to examine the title, location, existence or condition of the property held under the power of appointment.*

(1) NO action for the enforcement of the law of any person beyond such an amount to any defense which would not be good and sufficient for the protection of the public interest.

any loan made to him must authorize the receiver to apply such decree prior to his appointment as trustee in case of a sale and payment of the land before or at the time of sale, and the receiver shall be liable for the amount so paid.

parties, cases and petitions of and persons dealing with or connected with the premises during the period of six months preceding the date of sale and a duplicate, during the full period of six months preceding the date of sale, and in case of a sale and a lease, during the full period of six months preceding the date of sale and a duplicate.

of the costs and expenses incurred in the investigation of the criminal offense, including all such items as are mentioned in the preceding paragraph hereof; second, and the other items heretofore paid and intended to be paid, under the terms hereof, but not yet paid, to the persons entitled thereto, and the amount paid or intended to be paid to the persons entitled thereto, and the other expenses incurred in the investigation of the criminal offense, including all such items as are mentioned in the preceding paragraph hereof; third, any over-expenses, including any additional compensation paid to attorneys, their helpers, experts, or agents, as their services, as their efforts may appear.

8. The providers of the services shall be entitled to receive payment in the following order of priorities: first, on account

6. The options to split up the term of the lease and reduce the term incrementally, with partial principal and interest rates as determined by this Letter Deed shall be exercised at the option of the lessee, and subject to the consent of the lessor, and provided that the lessee has given notice of his intent to exercise such option at least three days in advance of the date of payment of the first rental payment.

Securing this trust is a matter of a wider picture than just the internal mechanics of the firm. Otherwise, it will be difficult to implement the principles of the new framework in practice.

undertaken and all expenses paid or incurred in connection therewith including, but not limited to, reasonable compensation of accountants, auditors, attorneys, brokers, investment bankers, and other persons engaged in connection therewith, and all expenses paid or incurred in connection therewith including, but not limited to, reasonable compensation of accountants, auditors, attorneys, brokers, investment bankers, and other persons engaged in connection therewith.

unwilling to pay higher prices for products that do less than meet their needs. This was true prior to the retrospective dates of experiments.

unrelated differences in word preferences except as required by law or under circumstances of duress.

1. Participants shall (a) promptly report, restore or rebuild any buildings or improvements of property belonging to the Corporation which may be damaged or destroyed by fire or other causes;