

TRUST DEED



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88013287

DEPT-01 RECORDING

112.25

THE ABOVE SPACE FOR RECORDER'S USE ONLY

11/11/88 09:54:00

THIS INDENTURE, made December 18, 1987, between ROBERT SCOTT CORTRIGHT and EILEEN CORTRIGHT, his wife,

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 holder or holders of the Principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of The Note, in the Total Principal Sum of

Forty Five Thousand Seven Hundred and Fifty and no/100's (\$45,750.00) DOLLARS, evidenced by one (1) Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, said principal note being in the amount of Forty Five Thousand Seven Hundred and Fifty and no/100's (\$45,750.00) Dollars and maturing on April 18, 1988

with interest thereon from December 18, 1987 until maturity at the rate of ten (10%) per centum per annum, payable... interest bearing interest after maturity at the rate of twelve (12%) per cent per annum, 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 notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of James T. Moster, Attorney at Law, 10020 S. Western Ave. 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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Two (2) in the Resubdivision of Lots Three (3) to Forty-eight (48) in Block Eight (8) in Greenwood Park in the North West Quarter (NW 1/4) of the South West Quarter (SW 1/4) of Section Thirteen (13), Township Thirty-seven (37) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-13-307-022-0000 ERO M 88013287

Grantee's Address: 111 W. Washington, Chicago, IL 60602
This instrument prepared by: Ross A. Miller, 2045 S. Arlington Hts. Rd., #113, Arlington Hts., IL 60005-4175
*on January 18, 1988 and on the 18th day of each month thereafter until maturity thereof.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong, 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 Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, and for the equal security of said principal notes hereinabove described, without preference or priority of any one of said principal notes over any of the others by reason of priority of time of maturity, or of the negotiation thereof or otherwise, and free from all right 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 PROPERTY IS NOT HOMESTEAD PROPERTY.
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.

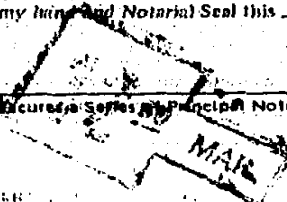
WITNESS the hand and seal of Mortgagors the day and year first above written

Signatures of Robert Scott Cortright and Eileen Cortright with seals.

STATE OF ILLINOIS, County of COOK I, MAUREEN E. MILLER, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT SCOTT CORTRIGHT and Eileen Cortright, his wife,

who are personally known to me to be the same person whose names are 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 18th day of December, A.D. 1987. Notary Public



UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER Chicago, IL 60655
10020 S. Western Avenue Chicago, IL 60643
James T. Mosler Attorney at Law
FOR THE PROTECTION OF BOTH THE BORROWER AND THE PRINCIPAL NOTES SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.
MAIL TO:

Chicago Title and Trust Company
Identification No. 221977
BY [Signature] Trustee
Assistant Vice President

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgagor shall promptly repair, reside or rebuild any buildings or improvements now or hereafter situated on said premises...
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the notes duplicate receipts...
3. Mortgagor 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...
4. In case of default therein, Trustee or the holder of the notes, or any of them, may, but need not, make any payment or perform any act...
5. The Trustee or the holder of the notes, hereby secured, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate...
6. Mortgagors shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or the performance of any other obligation of the Mortgagors herein contained...
7. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...
9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed, may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be taken by the holder of the notes, or of any of them, until the holder of the notes has first attempted to enforce the same in accordance with the provisions of the Trust Deed...
11. Trustee has no duty to examine the title, location, existence, or condition of the premises, or to ascertain whether the title to the premises is clear of all liens and encumbrances...
12. Trustee shall release this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued...
17. Mortgagor shall have the right to convey legal title to a land trustee provided that Bernard J. Burns or his attorney, James T. Mosler, shall first approve.

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