

NOV 2 8 1989  
TRUST DEED

# UNOFFICIAL COPY

This instrument was prepared by

TALAN & KTSANES  
175 W. JACKSON, A-1220  
CHICAGO, IL 60604

89566070

89566070

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made NOVEMBER 24, 1989, between ANNIE I. WHITE, A WIDOW

herein referred to as "Mortgagors," and ROBERT B. TALAN

COOK County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory 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 an Amount Financed of FOURTEEN THOUSAND SIX HUNDRED AND THIRTY CENTS (\$14600.30) Dollars with interest thereon, payable in installments as follows:

THREE HUNDRED NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$309.88) Dollars or more on the 29th day of DECEMBER, 1989, and THREE HUNDRED NINE DOLLARS AND EIGHTY-EIGHT CENTS

Dollars or more on the same day of each month thereafter, except a final payment of \$309.88 Dollars, until said Agreement is fully paid and except that the final payment, if not sooner paid, shall be due on the 29th day of NOVEMBER 2000.

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 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 COOK AND STATE OF ILLINOIS, to wit:

LOT 23 IN BLOCK 2 IN M.D. BIRGE AND COMPANY'S 2ND SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 36, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REPT-01  
711111 TRAH 9774 11/28/89 11:33:00  
\$2.25  
\$8633 + A \*--S9-566070  
COOK COUNTY RECORDER

TAX ID NO: 16-04-414-016

89566070

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LASALLE  
CHICAGO, IL 60602

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, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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]

(SEAL)

STATE OF ILLINOIS,

County COOK

SS.

I, LINDA H. KTSANES, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ANNIE I. WHITE, A WIDOW

who personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she \_\_\_\_\_

signed, sealed and delivered the said instrument as her \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
LINDA H. KTSANES  
Notary Public, State of Illinois  
My Commission Expires 5/2/93

Given under my hand and Notarial Seal this 24th day of November, 1989.

Linda H. Ktsanes Notary Public

Notarial Seal

89566070

12/11/89

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## UNOFFICIAL COPY

PLACE IN RECORDER SO ROLL NUMBER

CHICAGO, ILLINOIS 60641

11

ATTORNEYS AT LAW  
175 W. JACKSON, A-1220  
SUBSCRIPTION AGREEMENT FORM  
FOR RECORDRIES IN INDEX PURCHASES  
ATTORNEY'S INDEX PURCHASESMAIL TO:  
TALAN AND KTSANES  
175 W. JACKSON, A-1220  
SUBSCRIPTION AGREEMENT FORM  
FOR RECORDRIES IN INDEX PURCHASES

1. Mortgagors shall keep the recordries and improvements now or hereafter situated on the premises subject to this instrument clear of all charges, expenses, taxes, assessments, liens and other claims for which my become due and payable by law to the holders of recordries in full unless provided by statute, and shall defend them against all suits and proceedings in law or equity to recover the same or to pay any judgment or decree for the same.

2. Mortgagors shall pay to the holders of recordries all taxes, assessments, charges and expenses of recordries which may become due and payable by law to the holders of recordries in full unless provided by statute, and shall defend them against all suits and proceedings in law or equity to recover the same or to pay any judgment or decree for the same.

3. Mortgagors shall pay to the holders of recordries all taxes, assessments, charges and expenses of recordries which may become due and payable by law to the holders of recordries in full unless provided by statute, and shall defend them against all suits and proceedings in law or equity to recover the same or to pay any judgment or decree for the same.

4. In case of default of the mortgagor, the trustee or his assignee may sell the property at public auction or otherwise as he may see fit, and the proceeds of the sale shall be applied in payment of recordries, taxes and assessments, charges and expenses of recordries and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

5. The trustee or his assignee may sue for recordries, taxes and assessments, charges and expenses of recordries and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

6. Mortgagors shall pay to the holders of recordries all taxes, assessments, charges and expenses of recordries and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

7. When the mortgagor has failed to pay such taxes, assessments, charges and expenses of recordries, and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

8. The trustee or his assignee may sue for recordries, taxes and assessments, charges and expenses of recordries and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

9. Mortgagors shall be liable for recordries, taxes and assessments, charges and expenses of recordries and other charges, expenses and taxes due and payable by law to the holders of recordries, in the order in which they accrued, and in case of deficiency, he may sue for the same in law or equity to recover the same, or to pay any judgment or decree for the same.

10. No action for the enforcement of the note and the recordries thereunder may be brought in any state or territory, or in any place where the recordries are located, nor shall the recordries be liable to any action brought for the enforcement of the note or the recordries, except in the state or territory where the recordries are located.

11. Trustee or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

12. Trustees or their agents, employees, servants, laborers, workmen, contractors, agents, assigns, or to whomsoever else given power, right or remedy, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

13. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

14. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

15. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

16. Before recordries shall be entitled to recordries, any right of action or suit of recordries shall be suspended during the pendency of recordries, and no recordries shall be liable to the recordries.

17. Recordries shall not be liable for any damage, loss or expense suffered by reason of recordries, or for any damage, loss or expense suffered by reason of recordries.

18. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

19. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

20. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.

21. Trustees or his assignee, or authority, exercise or conduct of any power, right or remedy, and all other rights and remedies, except those hereinabove granted, shall be liable to the recordries.