

La-Traee Title

Set by Short Title

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**UNOFFICIAL COPY****TRUST DEED****759865**

1989 JUL 28 11 1:50

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

July 18,

Addie Fobbs, his wife

1989, between Walter Fobbs and

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 hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$15,425.00)-----

Fifteen thousand and four hundred twenty-five and 00/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 12.25 percent per annum in instalments (including principal and interest) as follows: (\$346.38) -----

Three hundred forty-six and 38/100----- Dollars or more on the 5th day of September 1989 and Three hundred forty-six and 38/100----- Dollars or more on the 5th 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 5th day of August, 1994. 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 12.25 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 note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of South Shore Bank of Chicago 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, situated, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 27 & 28 IN BLOCK 1 IN L.B. SIMM'S SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

Commonly known as: 501-03 N. Lawler, Chicago

P.I.N. # 16-09-219-020-0000

12 00

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, encumbrances, 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, trundle 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.

*Walter J. Fobbs* (SEAL)

*Addie Fobbs* (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS.

County of Cook

{ SS.

I, Iris R. Jones

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter J. Fobbs and Addie Fobbs, his wife

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

**OFFICIAL SEAL**

IRIS R. JONES

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 10/10/2000  
I am a Notary Public - Secures One Instalment Note with interest included in Payment.

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IMPOERTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD	
CHICAGO TITLE AND TRUST COMPANY 1400 S. WABASH AVENUE, CHICAGO, ILLINOIS 60605 TELEPHONE NO. 259-8672	
ASSISTANT SECRETARY/ATTESAAT VICE PRESIDENT ASSISTANT SECRETARY/ATTESAAT VICE PRESIDENT	
MAIL TO: South Shore Bank of Chicago 1250 N. Dearborn Street, Chicago, Illinois 60654 INSERT STREET ADDRESS OF ABOVE DESCRIPTIVE INDEX PURPOSES FOR RECORDERS INDEX PURPOSES DESCRIPTIVE PROPERTY HERE	

1. **Designers** shall (a) Promote rapid reparation of buildings or improvements now or likely to be needed and (b) keep and preserve buildings or improvements now or likely to be needed and repair them when due.
2. **Morborgers** shall (a) Promote and other charges against the premises when due and shall upon written requisition furnish to the holder of the note