

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

(Monthly payments including interest)

90042856

The Above Space For Recorder's Use Only

THIS INDENTURE, made December 19 89, 19 89, between Albert L. Brown & his wife Annie M. Brown in joint tenancy Fidelity Financial ser Inc

herein referred to as "Trustee," witnesses that, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer of Note

and delivered, in and by which note Mortgagors promise to pay the principal sum of Five Thousand Four Hundred Forty Three and 64/100 (\$5443.64) Dollars, and interest from 12/26/89 on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: Two Hundred Thirty-Five and 74/100 (\$235.74) Dollars

on the 1st day of February, 1990, and Two Hundred Twelve and 93/100 (\$212.93) Dollars on the 1st day of each and every 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 1st day of February, 1993; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate as provided in note of even date, and all such payments being made payable to Bearer of Note or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof, and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid; in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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 27 And Lot 38 In Block 7 In Young and Ryan's 2nd Addition to Harvey a Subdivision in Section 8, Township 36 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois

145555 TRAN 6987 01/26/90 16:14:00 80200 H E * 90-042856 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the premises, TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used, to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and it is agreed that all buildings and additions, and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors, or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof of the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Albert L. Brown (Seal)

Annie M. Brown (Seal)

90042856 (Seal)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert L. Brown & Annie M. Brown his Wife Tenant tenancy

OFFICIAL SEAL KAREN GLASSCO NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 2/23/93

personally known to me, to be the same persons whose name 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 official seal, this 19th day of December 19 89 Commission expires 19

This instrument was prepared by Curt's A Luck 18525 Torrence Ave Lansing, IL 60438 Notary Public

Fidelity Financial ser (NAME AND ADDRESS) NAME Fidelity Financial Ser ADDRESS 18525 Torrence AVE CITY AND STATE Lansing, IL ZIP CODE 60438 MAIL TO: NAME Fidelity Financial Ser ADDRESS 18525 Torrence AVE CITY AND STATE Lansing, IL ZIP CODE 60438

ADDRESS OF PROPERTY: 14623 Peoria Harvey, Illinois 60426

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO: 14623 Peoria Harvey IL 60426 (Address)

DOCUMENT NUMBER 1200

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE ANY TRUST DEED IS FILED FOR RECORD.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

identified herewith under identification No. _____

identified herewith under identification No. _____

identified herewith under identification No. _____

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgages shall keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed by fire, storm, lightning and windstorm and other policies providing fire insurance; (3) keep said premises free from any and all indebtedness which may be secured by all or part of the premises superior to the lien hereof; and upon request, exhibit satisfactory evidence of the discharge of such policies; (4) pay from time to time the taxes, assessments, and other charges which are levied or assessed against the premises; (5) pay from time to time the taxes, assessments, and other charges which are levied or assessed against the premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no alterations or improvements on the premises without the written consent of the lender; (8) pay for the protection of both the borrower and lender the note secured by this trust deed should be identified by the trustee before any trust deed is filed for record.