



TRUST DEED

UNOFFICIAL COPY

30151348

RE TITLE SERVICES # R-4-96

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 26 19 90, between THEONELL PATCH, A WIDOW AND RITA L. HARRITY, A WIDOW

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

ELEVEN THOUSAND DOLLARS AND NO/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 MARCH 30, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED NINETY FIVE DOLLARS AND 65/100 Dollars or more on the 10TH day of MAY 1990 and ONE HUNDRED NINETY FIVE DOLLARS AND 65/100 Dollars or more on the 10TH 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 10TH day of APRIL 97. 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 The First National 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, situate, lying and being in the CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE WEST 33 1/3 FEET OF LOT 32 IN BUEHLER'S SECOND SUBDIVISION BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER (EXCEPT THE NORTH HALF OF THE EAST HALF AND EXCEPT THE EAST 33 FEET OF THE SOUTH HALF OF THE EAST HALF HERETOFORE DEDICATED FOR NORTH 50TH AVENUE) IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PROPERTY KNOWN AS: 5048 W. SCHOOL ST., CHICAGO, IL 60641

PERMANENT TAX NUMBER: 13-21-413-026

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 thereon 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, 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.

Rita L. Harrity [SEAL] 30151348 [SEAL] Theonell Patch [SEAL]

STATE OF ILLINOIS,

County of Cook } SS. I, KATHLEEN O. POWELL, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RITA L. HARRITY, WIDOW THEONELL PATCH

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

Given under my hand and Notarial Seal this 27th day of March 1990

Kathleen O. Powell Notary Public

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UNOFFICIAL COPY

CHICAGO, IL 60641
MAIL TO: The First National Bank of Chicago
Chicago, IL 60626-0422
Mail Suite 0422
Attn: Personal Credit Dept or Mortgage Dept
PLACE IN RECORDS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSURE STREET ADDRESS ABOVE
DISCOUNT PROMPTLY RE-RI

CHICAGO TITLE AND TRUST COMPANY
Identification No. 762655



FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOT RECORDED BY THIS TRUST COMPANY, PRESENT, BEFORE THE FIRST DEPOSIT TO RECORD

provisions of this trust deed... the provisions of the "Trust and Trustee's Act" of the State of Illinois shall be applicable to this trust deed...

1. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagee" when used herein shall include all such persons...

1. 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 and delivered to Trustee...

2. Trustee has on duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the grantor, or authority of the grantor, or any other person who is a party to the deed...

3. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interested in an action at law upon the note hereby secured...

4. 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...

5. 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 other expenses incident to the foreclosure proceedings...

6. When the indebtedness secured hereunder shall become due, the Trustee shall have the right to foreclose the lien hereof...

7. At the option of the holder of the note, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any payment on the note, be treated as if it were a new loan made by the Trustee...

8. Mortgagee 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...

9. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage...

10. The Trustee or the holder of the note hereby secured making any payment hereon shall be authorized to make any other payments of principal or interest on part or full of the note...

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17. The Trustee or the holder of the note hereby secured making any payment hereon shall be authorized to make any other payments of principal or interest on part or full of the note...

18. Mortgagee 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...

19. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage...

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

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