

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1990 JUL 23 PM 1:14

90351478



TRUST DEED

730506

90351478

CTTC 15

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 16, 19 90 between HARVEY O'DELL WEST AND CHRISTINE WEST, HIS WIFE

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS Trustors are justly indebted to the legal holders of the Instalment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

- in the Total of Payments of \$ \_\_\_\_\_ or \_\_\_\_\_
- in the Principal or Actual Amount of Loan of \$ 10613.99 , together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property 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 21 IN RESUBDIVISION OF LOTS 1 TO 11 BOTH INCLUSIVE, AND LOTS 25 TO 44 INCLUSIVE OF BLOCK 90 OF CORNELL IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7847 S INGLESIDE, CHICAGO, ILLINOIS

PPN: 20-26-320-016-0000

DOCUMENT PREPARED BY: LISA ANDERSON  
53 E 74TH ST  
CHICAGO, IL 60619

58557  
1700

90351478

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 Trustors 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 placed on 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 premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Trustors or their successors or assigns shall be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto 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 Trustors do hereby expressly release and waive.

This Trust Deed is subject to a prior mortgage dated \_\_\_\_\_, 19 \_\_\_\_\_, executed by Trustors to \_\_\_\_\_ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ \_\_\_\_\_ That prior mortgage was recorded on \_\_\_\_\_, 19 \_\_\_\_\_ in the Recorder's Office (or if the property is registered, filed in the Office of the Registrar of Titles) of \_\_\_\_\_ County, Illinois in Book \_\_\_\_\_ of Mortgages at page \_\_\_\_\_

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 trustors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Trustors the day and year first above written.

Harvey O'Dell West [SEAL]  
HARVEY O'DELL WEST  
Christine West [SEAL]  
CHRISTINE WEST

[SEAL]  
1300 [SEAL]

STATE OF ILLINOIS, }  
COUNTY OF COOK } I, KAREN L. REISIG  
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT HARVEY O'DELL WEST AND CHRISTINE WEST, HIS WIFE

who ARE personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 16TH day of JULY, 1990.

Notarial Seal

Karen L. Reisig Notary Public

"OFFICIAL SEAL"  
Karen L. Reisig  
Notary Public, State of Illinois  
My Commission Expires 12/4/93

UNOFFICIAL COPY PLACE IN RECORDER'S OFFICE BOX NUMBER

CHICAGO TITLE AND TRUST NOTE IDENTIFICATION/RELEASE DEPT FIFTH FLOOR 111 W WASHINGTON ST CHICAGO, ILLINOIS 60602

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TO

FOR THE PROTECTION OF BOTH THE BORROWER AND UNDER THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary Assistant Vice President

730506

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Trustors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises...
2. Trustors herein expressly covenant and agree to pay and keep current the monthly installments on any prior mortgage...
3. Trustors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage...
4. In case of default hereon, Trustee or the Holders of the Note may, but need not, make any payment or perform any act hereinafter required...
5. The Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments...
6. Trustors shall pay before any penalty attaches all general taxes and shall pay special taxes...
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
9. Upon any receipt by Trustee, their heirs, legal representatives or assigns, as their rights may appear...
10. 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...
11. Trustee has no duty to examine the title, location, existence or condition of the premises at all reasonable times...
12. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence...
13. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds...
15. This Trust Deed and all provisions hereof shall extend to and be binding upon Trustors and all persons claiming under or through Trustors...
16. Hereafter releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule...
17. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed.

90351478