



TRUST DEED

UNOFFICIAL COPY

93422479

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774010

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

MAY 24

1993, between VIVIAN E. BOYD

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 jointly indebted to the legal holders of the Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note."

- in the Total of Payments of \$ _____, or
 in the Principal Amount of Loan of \$ 32725.44 _____, together with interest on unpaid balance of the Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on MAY 28, 2003. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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 COUNTY OF

COOK AND STATE OF ILLINOIS, to wit:

LOT 45 AND THE SOUTH 1/2 OF LOT 46 IN BLOCK 4, IN FRANK N GAGE'S ADDITION TO ENGLEWOOD HEIGHTS BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #: 20-31-419-027

COMMONLY KNOWN AS: 8518 S HERMITAGE, CHICAGO, IL.

0682001 RECORDINGS \$23.50
 107771 TRAN 9374 06/04/93 13 56100
 93422479 : 64349 9 -93-422479
 COOK COUNTY RECORDER

which, with the property hereinabove 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 thereon 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 secondary) and all apparatus, equipment or articles now or hereafter thereto 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 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.

Vivian E. Boyd (SEAL) _____ (SEAL)
 VIVIAN E. BOYD (SEAL) _____ (SEAL)

STATE OF ILLINOIS

{ SS }

I, BARBARA J. SPADONI

County of _____

a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT

VIVIAN E. BOYD

who is 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.

Given under my hand and Notarial Seal this 24th day of MAY 1993.

Barbara J. Spadoni Notary Public
 BARBARA J. SPADONI

Notarial Seal

" OFFICIAL SEAL "
 BARBARA J. SPADONI
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12/1/96

2350
 2350

UNOFFICIAL COPY

MAIL TO: *963A 5c Record Co*
ARMEST FINANCIAL

RECORDED TRUSTEE ADDRESS OF ABOVE
 INDEXES & INDEX PURPOSES
 FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF TRUSTEE
 DISCOUNTED PROPERTY INTEREST
 KEEP RECD BY RECORDER

CHICAGO TITLE AND TRUST COMPANY
 CHICAGO, ILLINOIS
 (213) 522-5313
 (213) 522-5313
 (213) 522-5313
 (213) 522-5313

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
 TRUST DEED SHOULD BE SIGNED BY CHICAGO TITLE
 FOR THE PROTECTION OF BORROWER AND LENDER
 SO THAT SCOTT GOMBERG, JR., PRESIDENT, MAY BE APPROPRIATELY APPOINTED
 PROVIDER OF THIS TRUST DEED.

16. Before recording this trust deed, the recorder of the "Trust And Trustee Act" of the State of Illinois shall be apposite to this trust deed.

17. This Trust Deed and all provisions hereof, which relate to any such persons and all persons claiming under or through Mortgagees, shall be construed to mean "notes," when used other than those in this Trust Deed, "notes," when used in this Trust Deed, and the word "Mortgagees," when used herein shall have the same meaning as the term "notes" used in this Trust Deed.

18. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, or any other, whether or not such persons and all persons claiming under or through Mortgagees, shall be construed to mean "notes," when used other than those in this Trust Deed, "notes," when used in this Trust Deed.

19. The Trustee may require any instrument in writing filed in the office of the Recorder of Titles in which the instrument has been recorded to file, in case of this reorganization, any affidavit or declaration of facts to the effect that powers and authority are given him by his instrument.

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21. The Trustee shall record this instrument before the Recorder of Titles in which the instrument has been recorded by a person who has been granted power to do so by his instrument.

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36. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, at such time as the same become due and payable, to the Trustee for the amount of such indebtedness.

37. The Trustee of this note will receive the benefit of all sums paid by Mortgagees to the Trustee for the payment of any sum due and payable to the Trustee, or to the payment of any sum due and payable to the Trustee.

38. In case of default thereon, the holder of this note may, but need not, sue for specific performance of the terms of this note, or for payment of the amount due thereon.

39. Mortgagees shall keep the records and accounts and perform all acts necessary to the collection of the amounts due hereunder.

40. In case of default thereon, the holder of this note may, but need not, sue for specific performance of the terms of this note, or for payment of the amount due thereon.

41. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, at such time as the same become due and payable, to the Trustee for the amount of such indebtedness.

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