



TRUST DEED

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DEPT-01 RECORDING \$23.50
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#7003 KB *95-232470

CTTC 7

THE ABOVE SPACE FOR RECORDING PURPOSES

THIS INDENTURE, made April 4, 1995, between Earline Smith, a widow

herein referred to as "Mortgagors," and CHICAGO FIDELITY 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

Twenty Thousand & 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 May 1, 1995 on the balance of principal remaining from time to time unpaid at the rate of Ten (10) percent per annum in instalments (including principal and interest) as follows:

Three Hundred-Thirty-Two-03/100----- Dollars or more on the 1st day of May 1995 and Three Hundred-Thirty-Two & 03/100----- Dollars or more on the 1st 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 1st day of March, 2002. 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 Ten (10) 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 O.P. Real Estate, Inc. in said City, at 100 N. LaSalle - #1111, Chicago, IL 60602

NOW, WHEREFORE, 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 COUNTY OF AND STATE OF ILLINOIS, to-wit:

Lots 24 and 25 in Thomas J. Diven's subdivision of Block 3 of E. Harding's Subdivision of the West 1/2 of the Northeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

16-11-201-033-0000

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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 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, motor 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.

Earline Smith

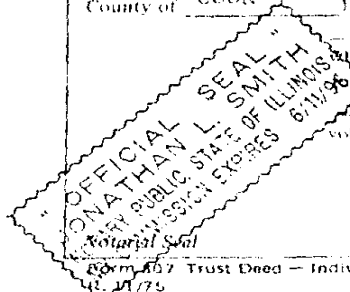
Earline Smith

STATE OF ILLINOIS, _____ the authorized undersigned
County of COOK } SS a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY
THAT Earline Smith, a widow

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 _____ 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 4th day of April 1995

Notary Public



Handwritten initials and numbers: 2350, 16

UNOFFICIAL COPY

FOR RECORDS (NOT TO BE RECORDED)

711 N. Drake

MAIL TO: MAIL TO: This mortgage was prepared by...

Identification No. 284388

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE ESSENTIAL NOT RECORDED BY THIS AND FIRST COMPANY, INC. IN THE FIRST OF THE STATE OF CALIFORNIA

1. Mortgages shall be promptly repaid... 2. Mortgages shall pay... 3. Mortgages shall keep all... 4. In case of default... 5. The trustee of the note... 6. Mortgagee shall pay... 7. When the trustee... 8. The proceeds of any... 9. No action for... 10. Trustee of the... 11. Trustee has no... 12. Trustee shall... 13. Trustee may... 14. Trustee shall... 15. This trust... 16. Before release... 17. The provisions...

021-200-001