



**TRUST DEED**

766565

GTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 21, 19 89, between THOMAS TOWNSEND, DIV. NOT SINCE REMARRIED  
AND SYLVESTER TOWNSEND, A BACHELOR

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as **Holders of the Note**, in the principal sum of **TWENTY-FIVE THOUSAND AND 00/100** (\$25,000.00) -----

----- Dollars,  
evidenced by one certain Installment 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 Sept. 21, 1989 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) per cent per annum in installments (including principal and interest) as follows:

Eight Hundred Six and 68/100 (\$806.68) Dollars or more on the 1st day of November 19 89, and Eight Hundred Six and 68/100 ----- Dollars or more on the First day of each month thereafter until said note is fully paid

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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 installment unless paid when due shall bear interest at the rate of 15% 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 **WILL HEARD** 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 Cook COUNTY OF Chicago AND STATE OF ILLINOIS, to wit:  
Lot 27

In Block Three (3) in George C. Campbell's Subdivision of the South Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 4 and the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian.

which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and as a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein 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, radiator 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 no 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.  
Thomas Townsend \_\_\_\_\_ (SEAL) Sylvester Townsend \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, }  
County of Cook } SS. Rosemary Becker  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT Thomas Townsend and Sylvester Townsend  
DIV. NOT SINCE REMARRIED A BACHELOR  
who are personally known to me to be the same persons, whose names 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 21st day of September 19 89.  
MY COMMISSION EXPIRES JANUARY 20, 1990 Rosemary Becker Notary Public

1662284-3-344108

3830668

4443368

UNOFFICIAL COPY

PLAID B RECORDERS OF PUBLIC BOX NUMBER

MAIL TO:

FOR RECORDER'S INDEX PURPOSES  
INSUREE'S ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary  
760565  
By: [Signature]  
MORTGAGEE'S TRUST  
1969 OCT - 5  
PA 2-25  
3830668 IMPORTANT

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

- Mortgagee shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter situated upon the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens in claims for lien not expressly authorized to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on or to the premises appertaining to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge on or to the premises; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.
- Mortgagee shall pay before any general tax, special tax, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may be liable to pay.
- Mortgagee shall keep all buildings and improvements now or hereafter situated upon the premises in good condition and repair, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause in be attached to each policy, and shall renew hereof, all in compliance satisfactory to the holders of the note, unless insurance policy is cancelled, in case of loss or damage, or Trustee notified by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness owing on the note; (b) keep and premises in good condition and repair, without waste, and free from incumbrances or other liens in claims for lien not expressly authorized to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on or to the premises appertaining to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien or charge on or to the premises; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in and premises except as required by law or municipal ordinance.
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CHICAGO TITLE AND TRUST COMPANY  
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RECORDED

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