

UNOFFICIAL COPY

JUNIOR TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 3, 1994, between

TERRY L. DASHNER, DIVORCED AND NOT SINCE REMARRIED,

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

Thirty Seven Thousand Two Hundred & no/100 (\$37,200.00) ----- 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 November 4, 1994 on the balance of principal remaining from time to time unpaid at the rate of * percent per annum in instalments (including principal and interest) as follows: *

* Dollars or more on the * day of 19 and * Dollars or more on the * day of each 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 day of . 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 per annum, and all of said principal and interest being made payable at such banking house or trust company in CALIFORNIA 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 ROLAND J. AND PENELOPE BARBEAU in said City, * See Rider A for interest and instalment amounts.

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 1 and the North 7.82 feet of 10; 2 in Block 4 in A.H. Hill and Company's Boulevard addition to Irving Park, being a subdivision by Alonzo H. Hill of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. DEPT-01 RECORDING \$25.50 Commonly known as: 3403 W. Cullom Chicago, IL 606011 TRAN 4824 12/05/94 14:50:00 PIN: 13-14-411-025 \$0453 * RV * -04-017784

THIS IS A PART PURCHASE MONEY MORTGAGE. PURCHASER SHALL HAVE THE RIGHT TO PREPAY ALL OR PART OF THE PRINCIPAL BALANCE WITHOUT PENALTY.

THIS JUNIOR TRUST DEED IS SUBORDINATE TO FIRST MORTGAGE TO CENTRAL FEDERAL SAVINGS DATED

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 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, 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.

TERRY L. DASHNER

STATE OF ILLINOIS,

County of Cook

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT TERRY L. DASHNER, DIVORCED AND NOT SINCE REMARRIED,

who is personally known to me to be the same person whose name subscribed to the "OFFICIAL SEAL" foregoing instrument, appeared before me this day in person and acknowledged that Dawn Griffin Bragg he signed, sealed and delivered the said Instrument as his free and Notary Public, State of Illinois my Commission Expires 10/28/96

Given under my hand and Notarial Seal this 3rd day of November 1994

Notarial Seal

514093858
PROPERTY OF INTERCOUNTY

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RUSH

Handwritten initials/signature

UNOFFICIAL COPY

RIDER A

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RIDER A ATTACHED TO AND MADE A PART OF THE TRUST DEED AND NOTE DATED THE 3rd DAY OF NOVEMBER, 1994, BY AND BETWEEN TERRY L. DASHNER**, MORTGAGOR, AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, SAID TRUST DEED AND NOTE BEARING IDENTIFICATION NUMBER _____.

MORTGAGOR HEREBY PROMISES TO PAY THE SAID PRINCIPAL SUM OF \$37,200.00 AND INTEREST FROM NOVEMBER 3, 1994 ON THE BALANCE OF PRINCIPAL REMAINING FROM TIME TO TIME UNPAID AT THE RATE OF 7.25 PERCENT PER ANNUM FROM NOVEMBER 3, 1994 TO OCTOBER 2, 1997 AND 8.25 PERCENT PER ANNUM FROM OCTOBER 3, 1997 until all sums owed are paid in full.

Payments shall be as follows: The sum of \$253.76 or more per month, commencing on the 3rd day of December, 1994 and on the 3rd day of each succeeding month thereafter up to and including payments made on the 3rd day of October, 1997; and \$270.73 or more per month commencing on the 3rd day of November, 1997 and on the 3rd day of each succeeding month thereafter until said note is fully paid except that the final balloon payment of all principal and interest, if not sooner paid shall be due on the 3rd day of October, 1999.

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.

**DIVORCED AND NOT SINCE REMARRIED

DeKalb County Clerk's Office

75-734

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