

TRUST DEED (ILLINOIS)
For Use With Note Form No. 1448
(Monthly Payments Including Interest)



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THIS AGREEMENT, made December 15, 19 98,
between FRANK J. FRAZEL AND JEANNE E. FRAZEL,
Husband and Wife,
525 Meacham Avenue, Park Ridge, IL 60068
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and JOANNE K. FRAZEL

4 Oak Brook Club Dr., G-105, Oak Brook, IL,
(No. and Street) (City) (State)

herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of ONE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED & 00/100 (\$171,800.00)

Dollars, and interest from December 1, 1998 the balance of principal remaining from time to time unpaid at the the rate of 5.12 per cent per annum, such principal sum and interest to be payable in

installments as follows: One Thousand Five Hundred Ten & 40/100 (\$1,510.40)
Dollars on the 1st day of Jan., 19 99, and One Thousand Five Hundred Ten & 40/100 (\$1,510.40)

the 1st day of each and every 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 December, 2011; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of eight per cent per annum, and all such payments being made payable at 4 Oak Brook Club Dr., G-105, Oak Brook, IL 60523 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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 Park Ridge, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

Lot 38 in Bolton's Addition to Park Ridge, a subdivision of part of Block 2 in Penny and Meacham's Subdivision of the Southeast 1/4 of Section 26, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Above Space for Recorder's Use Only

UNOFFICIAL COPY

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

Permanent Real Estate Index Number(s): 09-26-405-002

Address(es) of Real Estate: 525 Meacham Avenue, Park Ridge, Illinois 60068

TOGETHER with all improvements, tenements, easements 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4, are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Frank J. Frazel (SEAL) and Jeanne E. Frazel (SEAL)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of Cook ss.



IMPRESS SEAL HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Frank J. Frazel and Jeanne E. Frazel, Husband and Wife, 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 including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of December 19 98

Commission expires 19 NOTARY PUBLIC

This instrument was prepared by Jerome A. Frazel, Jr., 4 Oak Brook Club Dr., Chicago, IL (Name and Address)

Mail this instrument to Jerome A. Frazel, Jr., 4 Oak Brook Club Dr., G-105, Oak Brook, IL 60523 (City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO.