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TRUST DEED FILED FOR RECORD 632279 AUG 17 12 31 AM '78

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RECORDER OF DEEDS *24586568

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made AUGUST 15 19 78, between JOEL H. ROSS AND BRIGITTE ROSS, AS JOINT TENANTS (HUSBAND AND WIFE) 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

FIFTY FIVE THOUSAND AND NO/100*****(\$55,000.00)*****Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF XXXXX The Peterson Bank

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date herein on the balance of principal remaining from time to time unpaid at the rate of 9.0% per cent per annum in installments (including principal and interest) as follows:

Four hundred sixty one and 56/100*****(\$461.56)*****Dollars or more on the 1st day of November 19 78, and Four hundred sixty one and 56/100*****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 October 19 98. 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 9.0% 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 The Peterson Bank 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 Village of STURKE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 13 (except the East 10 feet thereof) and Lot 14 in Block 2 in Metropolitan's Dempster-East Prairie Road Gardens being a subdivision of that part of the South half of the Southeast quarter of the Southwest quarter of Sect on 14 Township 41 North, Range 13, East of the Third Principal Meridian, lying West of the center line of East Prairie Road (except the West 200 feet thereof) in Cook County, Illinois.

11.00

THIS INSTRUMENT WAS PREPARED BY ZAIDENBERG, HOFFMAN & SCHOENFELD ATTORNEYS 18 N. CLARK ST. CHICAGO, ILL. 60602

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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 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 (S) and seal S of Mortgagors the day and year first above written. [Signatures and seals of Joel H. Ross and Brigitte Ross]

STATE OF ILLINOIS, I, EVA MARIE TILLMANN a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOEL H. ROSS and BRIGITTE ROSS, as joint tenants who are personally known to me to be the same person S 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 15th day of August 19 78. Eva Marie Tillmann Notary Public

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Property of Cook County Clerk

17. In addition to the payments called for herein, Obligor shall deposit with the holder of this note monthly a sum equal to 1/12 the annual real estate tax bill based upon the last ascertainable tax bill as tax reserve. All deposits made pursuant to this tax reserve clause shall be on a Debtor-Creditor relationship and the holder of said reserve shall not be obligated to pay any interest thereon, same being specifically waived by the mortgagors hereunder. Holder of said reserve does not assume the obligation of paying the real estate tax and it shall remain the obligation of the mortgagors to secure such funds from the tax reserve to pay such taxes when due, or in lieu thereof, Obligor shall establish interest bearing pledge savings account in accordance with the provision of Illinois Revised Statutes, Chapter 95, Paragraph 106, provided however, obligors shall have satisfied the provision herein if they shall maintain at all times an interest bearing pledged savings account in the principal sum equal to 50% of the last ascertained real estate tax bill on the premises for which this loan is made and shall promptly pay all of said real estate taxes with the time authorized by law, and file proof of such payment to the Mortgagee.

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END OF RECORDED DOCUMENT