

UNOFFICIAL COPY

TRUST DEED

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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1978 APR 6 PM 2 53

RECORDER

Handwritten signature

THE ABOVE SPACE FOR RECORDERS USE ONLY

This INDENTURE, made March 23, 1978, between

Fred M. Hellman, divorced and not since remarried

APR - 6 78

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A -- REC

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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 holder or 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 -- (\$110,000.00) -- ONE HUNDRED TEN THOUSAND AND NO/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 ----- on the balance of principal remaining from time to time unpaid at the rate of 9 (nine) per cent per annum in instalments as follows: ----- (\$924.00) ----- NINE HUNDRED TWENTY FOUR AND NO/100-----

Dollars on the 1st day of June 1978 and ----- (\$924.00) ----- NINE HUNDRED TWENTY FOUR AND NO/100-----

Dollars 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 May 1980. All such payments on account of the indebtedness evidenced by said note shall 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 10 (ten) per cent 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 Exchange National Bank of Chicago 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 conditions 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 hereby present, 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 COOK COUNTY Cook AND STATE OF ILLINOIS, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

EXHIBIT "A"

24392302

LEGAL DESCRIPTION RIDER

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Unit 11A as delineated on Plat of Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

That part of Lot A described as follows: Commencing at a point on the East line of said Lot, 90.60 feet North of the South East corner thereof; thence West perpendicular to said East line, 114.58 feet, more or less, to the point of intersection with a line which is 22.50 feet East of and parallel with the West line of the South portion of said Lot A; thence North along said parallel line and said line extended, 24.605 feet; thence West along a line drawn perpendicular to the East line of said Lot, 55.52 feet, more or less to a point on The West line of the North portion of said Lot; thence South along said West line 7.95 feet, more or less to the corner of the North portion of said Lot; thence East 32.99 feet along the South line of the North portion of said Lot to a point on the West line of the South portion of said Lot; thence South along said West line to the South West corner of said Lot; thence East along the South line of said Lot to the South East corner thereof; thence North along the East line of said Lot to the point of beginning said Lot A being a consolidation of Lots 1 and 2 in Block 2, Potter Palmer's Lake Shore Drive Addition to Chicago in the North 1/2 of Block 7 and of part of Lot 21 in Collins' Subdivision of the South 1/2 of Block 7 in Canal Trustees' Subdivision of the South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

which Plat of Survey is attached as Exhibit A to Declaration of Condominium Ownership made by Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated August 18, 1976 and known as Trust No. 3067, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 23675015, together with an undivided .707 percent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Plat of Survey).

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RECORDER ATTACHED HERETO AS EXHIBIT "A"
IS EXHIBIT

24392302

Property of Cook County Clerk's Office 24392302

IS EXPRESSLY MADE A PART HEREOF

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, centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, awes 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. (SEAL) David P. DeYoe (SEAL) Fred M. Hellman (SEAL)

STATE OF ILLINOIS, I, DAVID P. DEYOE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Fred M. Hellman

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 he signed, sealed and delivered the said Instrument as his 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 Notarial Seal this 29th of MARCH, A. D. 1978

"This Instrument was Prepared By" W. J. Livingston Vice President Exchange National Bank 130 South La Salle Street Chicago, Illinois 60690 Notary Public.

