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TRUST DEED

COOK COUNTY ILLINOIS

RECORDER

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DEC-5-80 372057

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made November 13, 1980, between Paul W. Bartels and Carol A. Bartels, his wife

19 80, between Paul W. Bartels and

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 Twenty-Five Thousand and No/100 Dollars (\$25,000.00) evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Marie A. Cooney and Bernard J. Cooney, Jr., as trustees under Declaration of Trust dated May 26, 1971 and known as the Marie A. Cooney Trust, the Mortgagors do hereby promise to pay the said principal sum and interest from the date hereof on the balance of principal remaining from time to time unpaid at the rate of 11% per cent per annum in instalments (including principal and interest) as follows: Two Hundred Thirty-Nine and 16/100 Dollars on the 13th day of December 1980, and Two Hundred Thirty-Nine and 16/100 Dollars on the 13th day of each of the next 34 months and a prorated portion thereof on the final payment of principal and interest, if not sooner paid, shall be due on the 13th day of November 1983. 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 11% per annum, and all of said principal and interest being made payable at such banking house or trust company as 750 Kearsage, Elmhurst, Illinois, to the holders of the note may, from time to time, in writing appoint, and the Mortgagors do hereby appoint, one or more persons to receive the payments on the part of the Mortgagors.

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 hereby 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot eight (8) in Block two (2) in O.C. Braese's Subdivision of the East half of the West half of the North East quarter of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian.

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This instrument was prepared by FRED GARMAN, 221 North La Salle Street, Chicago, Illinois 60601

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 as 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, in-door beds, swings, 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. Paul W. Bartels [SEAL] Carol A. Bartels [SEAL]

STATE OF ILLINOIS Notary Public Guy M. McHugh, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul W. Bartels and Carol A. Bartels, his wife 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 13th day of November, 1980. Guy M. McHugh Notary Public

