

UNOFFICIAL COPY

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TRUST DEED
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APR 23 AM 10 28

Edmund H. Olsen
RECORD OF DEEDS
27 053 543

13.00

THIS INDENTURE, made April 12, 1984, between EDWARD M. PETERSON and PATRICIA L. PETERSON, his wife and SHIRLEY H. D'EATH, a widow, herein referred to as "Mortgagors" and First National Bank of Morton Grove, a national banking association of Illinois, herein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Mortgagors are indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$38,000.00)

Thirty Eight Thousand and 00/100 Dollars, and interest thereon at the rate of 12-3/4% per annum, to be paid by the Mortgagors to the Holders of the Note, from time to time, in accordance with the terms and conditions hereinafter set forth.

and delivered, in and by which said Note and Mortgage are made, the Mortgagors have agreed to pay to the Holders of the Note, from time to time, in accordance with the terms and conditions hereinafter set forth, the sum of 12-3/4% per annum in installment (including principal and interest) of \$421.44.

Four Hundred Twenty one dollars and 44/100ths Dollars or more on the 1st day of June 1984, and a like amount 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, 1989. 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 shall be paid when due shall bear interest at the rate of 13-3/4% per annum, and all of said principal and interest being made payable at such banking house or trust company in Morton Grove, 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 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 Schaumburg, COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: Unit 5481RD1 in Lexington Green II Condominium, together with an undivided interest in the common elements as defined and delineated in the Declaration recorded as Document Number 23863582, in the Southwest 1/4 of Section 24, Township 41, North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: A perpetual and exclusive easement in an to garage Unit Number 5481RD1 as delineated on a survey attached as exhibit "A" to the Declaration of Condominium recorded as Document 23863582, and as amended from time to time, and as created by Deed recorded as Document 24148601.

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
EDWARD M. PETERSON [SEAL] SHIRLEY H. D'EATH [SEAL]
PATRICIA L. PETERSON [SEAL]

STATE OF ILLINOIS, I, ALANA MCCLOSKEY, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD M. PETERSON and PATRICIA L. PETERSON, his wife and SHIRLEY H. D'EATH, a widow

County of Cook } SS. who are 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.

Given under my hand and Notarial Seal this 13th day of April 1984
Alana McCloskey Notary Public

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED

1984 MAY 31 AM 10:44

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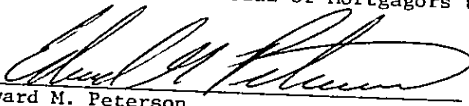
RE-RECORD TRUST DEED TO ADD CONDOMINIUM LANGUAGE AS FOLLOWS:

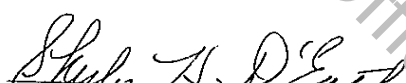
The lien of this mortgage on the common elements shall be automatically released as to percentages of the common elements set forth in amended Declarations filed of record in accordance with the Condominium Declaration recorded as Document 23863582 and the lien of this mortgage shall automatically attach to additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declarations, which percentages are hereby conveyed effectively on the recording of such amended Declarations as though conveyed hereby.

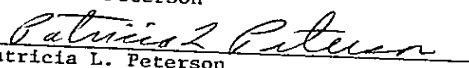
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REACKNOWLEDGEMENT

Witness the hand and seal of Mortgagors this 14th day of May, 1984


Edward M. Peterson

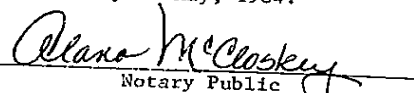

Shirley H. D'Eath


Patricia L. Peterson

State of Illinois
County of Cook

I, Alana McCloskey, a Notary Public in and for said County and State, do hereby certify that EDWARD M. PETERSON AND PATRICIA L. PETERSON, his wife and SHIRLEY H. D'EATH, a widow 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 and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of May, 1984.


Notary Public

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REMOVED IN BAD CONDITION