

TRUST DEED

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1986 NOV -5 AM 11:38

86517455

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

7068790 1432640

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THIS INDENTURE, made September 29, 1986, between KASIM PIRLANT MARRIED TO TULAY PIRLANT AS TO AN UNDIVIDED 1/2 INTEREST AND NIL TUNCA MARRIED TO JOSH C. TUNCA, AS TO AN UNDIVIDED 1/2 INTEREST BOTH AS TENANTS IN COMMON 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 ONE HUNDRED SIXTY ONE THOUSAND TWO HUNDRED FIFTY AND 06/100\*\*\*\*\*

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~TRUSTEE~~ NORTH COMMUNITY BANK 3639 N. Broadway Chicago, Illinois 60613

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11.50 percent per annum in instalments (including principal and interest) as follows:

One Thousand Six Hundred Thirty Nine and 06/100\*\*\*\*\* Dollars or more on the 1st day of December 1986 and MONTHLY

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 First day of November, 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 instalment unless paid when due shall bear interest at the rate of 15.50 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 NORTH COMMUNITY 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 City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 89 and 90 in Feinberg's Sheridan Drive Addition in the South East Quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX ID NO. 14-20-413-073

PROPERTY ADDRESS: 3418-20 N. Halsted Chicago, Illinois

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, and (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door 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 set forth on the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law 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. Kasim Pirlant (SEAL) Nil Tunca (SEAL)

STATE OF ILLINOIS, I, Patricia F. Morgan, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kasim Pirlant married to Tulay Pirlant as to an undivided 1/2 interest and Nil Tunca married to Josh C. Tunca, as to an undivided 1/2 interest, both as tenants in common, are personally known to me to be the same person S whose name S 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 29th day of September 1986.

Patricia F. Morgan Notary Public

Notarial Seal

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made a part hereof expressly 86517455



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Property of Cook County Clerk's Office

"Mortgagor on behalf of himself/herself and each and every party claiming by or through mortgagor, hereby waives and releases any and all, rights of redemption, statutory or otherwise, without prejudice to mortgagor's right to any remedy, legal or equitable which mortgagor may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this mortgage and without prejudice to mortgagor's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage."