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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 1,

19 86, between

Witold S. Wojciechowski and Maria J. Mynatt, 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

FORTY THOUSAND AND NO/100 (\$40,000.00) - - - - - 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 December 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) percent per annum in instalments (including principal and interest) as follows:

Three Hundred Fifty One and 03/100 (\$351.03) - - - - - Dollars or more on the 1st day of January 19 87, and Three Hundred Fifty One and 03/100 (\$351.03) - - - - - 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 December 2016. 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 thirteen percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Bowling Green, Ohio, 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 Josef Blass, Trustee of the PHD Defined Benefit Pension Fund 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 Glencoe, County of Cook AND STATE OF ILLINOIS, to wit:

Lot 24 and the East 40 Feet of Lot 23 in Block 2 in Chicago North Shore Land Company's Subdivision in Sections 17 and 18, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS OF PROPERTY: 455 Woodlawn, Glencoe IL 60022
PIN: 05-18-202-021 and 05-18-202-020

Lot 24

Lot 21
BAO

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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 thereon 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, door covers, radiator 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 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.
Witold S. Wojciechowski [SEAL] Maria J. Mynatt [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Witold S. Wojciechowski and Maria J. Mynatt husband and wife,

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 day of 19 86.

Notarial Seal Notary Public

UNOFFICIAL COPY

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BEING ATTACHED TO AND MADE A PART OF THESE DEEDS FROM WITOLD S. WOJCIECHOWSKI AND MARIA J. MYNATT TO JOSEPH BILLY, TRUSTEE OF THE PFD DEFINED BENEFIT PENSION FUND

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowers.

THIS INSTRUMENT IS A JUNIOR MORTGAGE, subject to first mortgage to North Shore Mortgage and Financial Services, Inc., dated September 12, 1986 in the principal amount of Three Hundred Twenty Thousand and no/100 (\$320,000.00).


Witold S. Wojciechowski


Maria J. Mynatt

12⁰⁰ MAIL

Property of Cook County Clerk's Office
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Property of Cook County Clerk's Office

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