

02 208436 THE ABOVE SPACE FOR RECORDERS USE ONLY

12.00

THIS INDENTURE, made December 19, 19 85, between ROBERT J. LANDWEHR AND CHRISTINE G. LANDWEHR, His Wife

herein referred to as "Mortgagors," and MARQUETTE NATIONAL BANK,

a national Banking Association 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 FORTY THREE THOUSAND AND NO/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER 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 13 per cent per annum in instalments as follows: Six Hundred Forty-Two and 04/100 (642.04) or more -----

Dollars on the first day of March 19 86 and Six Hundred Forty-Two and 04/100 (642.04) or more -----

Dollars on the first 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 first day of February 1996. 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 ~~13~~ 12% 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 MARQUETTE NATIONAL 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, but 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit

LOTS 5 AND 6 IN BLOCK 4 IN MILLER'S 19TH STREET AND KEDZIE AVENUE MANOR BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-26-418-035 lot 5  
19-26-418-056 lot 6

Joseph L. Scheurich 12/19/85 6316 South Western Ave., Chicago, Il.

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 par, 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, mador 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 on 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 s and seals of Mortgagors the day and year first above written.

x Robert J. Landwehr [SEAL] x Christine G. Landwehr [SEAL]  
Robert J. Landwehr Christine G. Landwehr  
[SEAL] [SEAL]

STATE OF ILLINOIS, ss. I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Robert J. Landwehr and Christine G. Landwehr, His Wife

who 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 including the release and waiver of the right of homestead

GIVEN under my hand and Notarial Seal this 7th day of January A D 19 86  
[Signature] Notary Public

86013456

UNOFFICIAL COPY

RECORD INSTRUCTIONS

OR

Chicago, Ill. 60652

3344 West 79th Street

FROM RECORDS INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

NAME  
STREET  
CITY

**IM F O R T A N T**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

**Real Estate Loan Office**  
by \_\_\_\_\_  
**MARQUETTE NATIONAL BANK**, as Trustee,  
1148 North Dearborn Street, Chicago, Ill. 60642

The instrument mentioned in the within Trust Deed has been identified herewith under identification No. H. E. L. No. 6832

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**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):**

1. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or other causes under a policy or policies of insurance sufficient to pay the cost of replacing or repairing the same or to pay the cost of reconstruction or replacement of the same. The policy or policies of insurance shall be maintained in full force and effect for the term of the mortgage and shall be subject to the inspection and approval of the mortgagee. The mortgagee shall be notified immediately upon the expiration of the policy or policies of insurance and upon the expiration of the term of the policy or policies of insurance. The mortgagee shall be notified immediately upon the expiration of the policy or policies of insurance and upon the expiration of the term of the policy or policies of insurance.

2. Mortgagee shall pay before any penalty attaching all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges before the date of payment of the note. The mortgagee shall be notified immediately upon the expiration of the term of the policy or policies of insurance and upon the expiration of the term of the policy or policies of insurance.

3. The Trustee or the holder of the note hereby secured making any payment authorized by the terms of the note, shall be deemed to have satisfied all conditions and covenants of the note, and shall not be liable for any deficiency or other obligations of the holder of the note. The Trustee or the holder of the note shall not be liable for any deficiency or other obligations of the holder of the note.

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prepared

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