

UNOFFICIAL COPY

TRUST DEED

711106

REC'D MAY -5 PM 2:45

86176629

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 1

19 86 between Paul Gapp, an unmarried man,

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 Ninety Thousand & 00/100 (\$90,000.00)

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 April 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of 9.15% per cent per annum in instalments (including principal and interest) as follows:

Seven Hundred & Thirty Three & 90/100 (\$733.90) Dollars or more on the 1st day of May 1986 and Seven Hundred & Thirty Three & 90/100 (\$733.90) 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 April, 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 9.15% 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 written direction of the holder of the instalment note

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 Park Ridge COOK COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Building 12, "C" Unit, 1220 Beau Drive, Park Ridge, IL 60068

Lot 1 in Block 12 in Beau Ridge, being a subdivision of part of the Southeast Quarter of the Southwest Quarter of Section 23, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, according to the Plat of Survey thereof recorded November 2, 1984, as Document No. 27321778. Parcel II: Easement for ingress and egress for the benefit of Parcel I over Outlot "A" as set forth in the Declaration of Easements recorded as Doc#85223301 This instrument prepared by: Earl L. Simon, Wolfe, Wolfe & Simon 120 S. Riverside Plaza, Chicago, IL 60606

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, 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 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 Gapp (SEAL) Paul Gapp (SEAL)

STATE OF ILLINOIS, County of Cook } SS. i. Earl L. Simon a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Paul Gapp is an unmarried man

who personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of April 19 86

Notarial Seal

Handwritten initials and notes on the left margin.

Handwritten number 7033164B on the left margin.

Vertical handwritten number 86176629 on the right margin.

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PLACE IN RECORDER'S OFFICE BOX NUMBER



MAIL TO: Mr. Kenneth W. Wilson, 430 West Belmont St., Chicago, Ill.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

1. Mortgages shall be destroyed... 2. Mortgages shall pay before any... 3. Mortgages shall keep in good condition... 4. In case of default... 5. The Trustee... 6. Mortgages shall pay each item... 7. When the indebtedness... 8. The proceeds of any foreclosure... 9. Upon, or at any time... 10. No action for the enforcement... 11. Trustee or the holder... 12. Trustee has no duty... 13. Trustee shall release... 14. Trustee may resign... 15. This Trust Deed... 16. Before releasing this trust deed...

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