

UNOFFICIAL COPY



TRUST DEED

COOK COUNTY, ILLINOIS

86194905

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made May 14, 1986, between Recep Mutalibov married to Fatma Mutalibov

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

Twenty Thousand Four Hundred Sixty and 85/100

dated November 29, 1985

Dollars,

evidenced by one certain Instalment Note of the Mortgagors ~~of record~~ herewith, made payable to THE ORDER OF BEAREF.

and delivered, on and by which said Note the Mortgagors promise to pay the said principal sum ^{12.99} interest from November 29, 1985 on the balance of principal ~~remained due~~ ^{12.99} percent per annum in instalments (including principal and interest) as follows:

See Addenda

Dollars or more on the _____ day

of _____ 19 _____ and _____ See Addenda _____ Dollars or more on

the 29th 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 29th day of May, 1987.

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 Eleven 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 Earl E. Schultz 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 35 in Block 1 in Lowenmeyer's California Avenue Addition to Rogers Park, A Subdivision in the East 1/2 of the North East 1/4 of the North West 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Tax # 10-36-102-034-0000 TP

Property address: 2814 West Fitch Ave, 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, 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.

_____| SEAL | *Recep Mutalibov* | SEAL |
_____| SEAL | *Recep Mutalibov* | SEAL |

STATE OF ILLINOIS,

I, Kathleen Platek

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Recep Mutalibov married to Fatma Mutalibov

County of Cook

who is personally known to me to be the same person as 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 a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of May 1986.

Kathleen Platek Notary Public

Notarial Seal

TO CERT CHICAGO

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ADDENDA TO INSTALMENT NOTE
AND TRUST DEED
DATED NOVEMBER 29, 1985

REJEP MUTALIBOV
TO
EARL E. SCHULTZ

FOR VALUE RECEIVED _____ PROMISE TO PAY TO THE ORDER OF BEARER

the principal sum of TWENTY THOUSAND FOUR HUNDRED SIXTY AND 85/100 Dollars and interest from November 29, 1985, or the principal unpaid at the rate of Eleven (11%) per cent per annum payable in instalments (including principal and interest) as follows:

ONE THOUSAND ONE HUNDRED SEVENTY THREE AND 66/100 dollars or more on the 29th day of December, 1985, and \$1,173.66 or more on the 29th day of each month thereafter for the first twelve (12) months,

AND

ONE THOUSAND SIXTY TWO AND 84/100 Dollars or more on the 29th day of December, 1986, and \$1,062.84 or more on the 29th day of each month thereafter for the next five months.

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