

UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS 2 4 86248163
FF # 0 FOR RECORD

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made May 23, 1986, between
CHICAGO TITLE AND TRUST AS TRUSTEE UNDER TRUST NO. 1087917 DATED
MAY 23, 1986

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business
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

SEVENTY THOUSAND AND NO/100 ----- 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 May 23, 1986 on the balance of principal remaining from time to time unpaid at the rate
of 10 1/2 per cent per annum in instalments (including principal and interest) as follows:

SIX HUNDRED FORTY-FOUR AND NO/100 ----- Dollars or more on the 1st day
of June 1986 and SIX HUNDRED FORTY-FOUR AND NO/100 ----- 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 May, 2015. 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 17% per annum, and all of said principal and interest being made payable at such banking house or trust
company in Melrose Park, 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 Rand Investment Company,
8315 W. North Avenue, Melrose Park, Illinois 60160.

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 ~~assign~~ 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 Des Plaines, COUNTY OF
Cook AND STATE OF ILLINOIS, to wit:

PERM. TAX NO.: 09-09-201-042-0000

305 E. Country Lane, Des Plaines, IL

Unit 305 in Country Homes of Beck Lake Woods Condominium as delineated on a survey
of the following described real estate:

Part of the East 1/2 of the Northeast 1/4 of Section 9, Township 41 North, Range 12
East of the Third Principal Meridian, lying West of the westerly line of Illinois
Toll Road and part of Lot 1 in Leverentz Subdivision lying West of the westerly
line of Illinois Toll Road; which survey is attached as Exhibit "C" to the
Declaration of Condominium recorded as Document Number 27402543 together in its
undivided percentage interest in the common elements in Cook County, 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, indoor 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 (s) and seal (s) of Mortgagors the day and year first above written.

_____| SEAL | _____| SEAL |
_____| SEAL | _____| SEAL |

STATE OF ILLINOIS,

County of _____

I, _____
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT CHICAGO TITLE AND TRUST AS TRUSTEE UNDER TRUST NO. _____
1087917 DATED MAY 23, 1986

who is 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
it signed, sealed and delivered the said instrument as its free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of May 1986.

Notarial Seal

Notary Public

THIS DOCUMENT PREPARED BY LAURENCE H. WEINER, ATTORNEY AND COUNSELLOR AT LAW.

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Page 3 (continued) Covenants, Conditions and Provisions referred to on Page 1

17. It is hereby further agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

CHICAGO TITLE AND TRUST COMPANY
as Trustee under Trust No. 1087917
and not personally

BY

Carroll Catalano
ASST. VICE PRESIDENT

CHICAGO TITLE AND TRUST AS TRUSTEE
UNDER TRUST NO. 1087917 DATED MAY 23, 1986

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be that of a Trustee, shall be deemed to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and every one of them, made and intended not as to the Trustee's personal liability, but as to the Trustee's personal liability in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed or shall at any time be asserted or enforced against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of the instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Corporate Seal

STATE OF ILLINOIS,

COUNTY OF COOK

SS.

CHICAGO TITLE AND TRUST COMPANY, Trustee as aforesaid and not personally, by *[Signature]* Assistant Vice-President and *[Signature]* Assistant Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, respectively, appeared before me on this day, personally and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this 33 day of May 19 86
[Signature]
Notary Public

NPB-36

Property of COOK COUNTY

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