

# UNOFFICIAL COPY

## TRUST DEED

86249642

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 9, 1986, between

GERALDINE D. CUNNINGHAM, divorced and not since remarried,

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 FIVE 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 June 9, 1986 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows:

Two Hundred Twenty One And No/100----- Dollars or more on the 1st day of July 1986, and Two Hundred Twenty One 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 June, 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 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 Palatine, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit No. 209 as delineated on Plat of Survey of the following described Parcel of Real Estate (hereinafter referred to as "Parcel"): Lot 1 (except the West 171.42 feet thereof) all of Lots 6, 7 and 8 in Herman Heilins Subdivision of the North 1150.0 feet (70 rods) of the Northeast 1/4 of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian, which Plat of survey is attached as Exhibit "C" to Declaration of Condominium made by N.W. Financial Corporation, an Illinois corporation, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22 490 750, together with an undivided 1.26 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.

Perm. Index No.: 02-27-200-047-1037 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 to 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 | Geraldine D. Cunningham  
GERALDINE D. CUNNINGHAM | SEAL |

STATE OF ILLINOIS, } I, George J. Bakalis  
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT GERALDINE D. CUNNINGHAM

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June 1986.

Notarial Seal

12.00 MAIL

George J. Bakalis Notary Public

This Instrument is Prepared by Laurence H. Weiner, Attorney at Law, 320 N. Michigan, Suite 604, Chicago, IL 60601 86249642



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.

*Geraldine D. Cunningham*  
Geraldine D. Cunningham

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.25  
180444 TRAM 0310 02/19/01 07:29:00  
#125 # D \*--E S --2:4 5 6 4 2  
COOK COUNTY RECORDER

86249642

86 249642

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2024 08 13 10:12