

UNOFFICIAL COPY

THIS MORTGAGE IS SUBORDINATE TO WELLS FARGO MORTGAGE DATED JULY 25, 1986 IN THE AMOUNT OF \$57,218.00



TRUST DEED

710093

86320063

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 25 1986 between KENNETH E. UPSHAW, A SINGLE INDIVIDUAL

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

TEN THOUSAND (\$10,000.00) 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 July 25, 1986 on the balance of principal remaining from time to time unpaid at the rate of 13 per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED TWENTY-SEVEN and 54/100 (\$227.54) Dollars or more on the 1st day of September, 1986 and TWO HUNDRED TWENTY-SEVEN and 54/100 Dollars or more on the 1st day of each successive 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 August, 1991. 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 18% per annum, and all of said principal and interest being made payable to the order of the Mortgagors, 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 RUSSELL MUELLER 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 6 and 7 in Block 1 in Hartmann's Subdivision of Block 46 in the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (Except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 Thereof), in Cook County Illinois.

Permanent Real Estate Index Nos. Lot 6: 14-19-325-041 Vol. 482 Lot 7: 14-19-325-042 Vol. 482

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. KENNETH E. UPSHAW [SEAL] DEPT-01 RECORDING #3333 TRAN 7203 0725/86 15:28:00 #1792 #A \*86320063 COOK COUNTY RECORDER

STATE OF ILLINOIS, I, ARNOLD B. KAUNITZ, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT KENNETH E. UPSHAW, A SINGLE INDIVIDUAL

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 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 25 day of July 19 86

Notarial Seal [Signature] Notary Public

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