

# UNOFFICIAL COPY 175

UST DEED

87571175

MAIL TO \_\_\_\_\_ PLACE IN \_\_\_\_\_

720744

DEPT-91 RECORDING \$14.25  
T#2222 TRAN 9721 10/22/87 11:24:00  
#7942 # B \* 87-571175

CTTC 7

THE ABOVE SPACE FOR RECORDING'S USE ONLY

THIS INDENTURE, made September 30 19 87, between CHANDU C. PATEL and MADHU C. PATEL, husband and wife

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-Six Thousand and no/100ths (\$26,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER SYLVIA BEKOWSKY

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1, 1987 on the balance of principal remaining from time to time unpaid at the rate of nine and one-half per cent (9-1/2%) per annum in instalments (including principal and interest) as follows: FOUR HUNDRED TWENTY-FOUR and 94/100 (\$424.94) Dollars or more on the 1st day

of November 19 87, and FOUR HUNDRED TWENTY-FOUR and 94/100 (\$424.94) 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 30th day of October, 1994. 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 eighteen (18) per annum, and all or 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 SYLVIA BEKOWSKY, c/o Ira Barry, 1660 N. LaSalle Street, Apt. 1411, Chicago, IL 60614

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 COOK AND STATE OF ILLINOIS, to wit:

Lot 8 in Edgewater Garden Homes, a Resubdivision of Lots 2, 3, 4, 5 and 6 in Breit's Subdivision of the East 822 feet of the part of the South 1/2 of the Southwest 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the South 50 rods thereof according to plat thereof recorded November 5, 1954 as Document 16064976 in Cook County, Illinois. Commonly known as Unit 2 North, 6527 N Hoyne, Chicago, IL.

Permanent Index No.: 11-31-303-031-0000

This document was prepared by and should be returned after recordation to: Joan M. Ferraro, Esq., 20 N. Clark St., Suite 500, Chicago, Illinois 60602-4190.

14.00 MAIL

87-571175

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 of 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 S and seal S of Mortgagors the day and year first above written.  
Chandu Patel [ SEAL ] [ SEAL ]  
CHANDU C. PATEL [ SEAL ] [ SEAL ]  
MADHU C. PATEL [ SEAL ] [ SEAL ]  
MADHU C. PATEL

STATE OF ILLINOIS, } 1. Joan Ferraro  
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Chandu C. Patel and Madhu C. Patel, husband and wife

who \_\_\_\_\_ personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they \_\_\_\_\_ signed, sealed and delivered the said instrument as their \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 30th day of September 19 87.

Joan Ferraro Notary Public





# UNOFFICIAL COPY 175

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## TRUST DEED

720744

CTTC 7

DEPT-01 RECORDING \$14.25  
TR#222 TRAN 9721 10/22/87 11:24:00  
#7742 #3 \*87-571175

THE ABOVE SPACE FOR RECORDING'S SIGNATURE ONLY

THIS INDENTURE, made September 30 19 87, between CHANDU C. PATEL and MADHU C. PATEL, husband and wife

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-Six Thousand and no/100ths (\$26,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER SYLVIA BEKOWSKY

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 1 1987 on the balance of principal remaining from time to time unpaid at the rate of nine and one-half (9-1/2%) percent per annum in instalments (including principal and interest) as follows: FOUR HUNDRED

TWENTY-FOUR and 94/100 (\$424.94) Dollars or more on the 1st day of November 19 87, and FOUR HUNDRED TWENTY-FOUR and 94/100 (\$424.94) 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 30th day of October, 1994. 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 eighteen (18) per annum, and all 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,

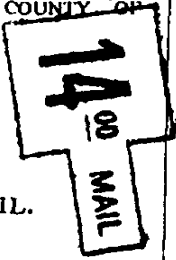
in writing appoint, and in absence of such appointment, then at the office of SYLVIA BEKOWSKY, c/o Ira Barry 1660 N. LaSalle Street, Apt. 1411, Chicago, IL 60614

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 COOK COUNTY OF AND STATE OF ILLINOIS, to wit:

Lot 8 in Edgewater Garden Homes, a Resubdivision of Lots 2, 3, 4, 5 and 6 in Breit's Subdivision of the East 822 feet of that part of the South 1/2 of the Southwest 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the South 50 rods thereof according to plat thereof recorded November 5, 1954 as Document 16064976 in Cook County, Illinois. Commonly known as Unit 2 North, 6523 N. Hoyne, Chicago, IL.

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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, s and seal s of Mortgagors the day and year first above written.

*Chandu Patel* (SEAL) CHANDU C. PATEL (SEAL)  
*Madhu Patel* (SEAL) MADHU C. PATEL (SEAL)

STATE OF ILLINOIS, } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
County of Cook } THAT Chandu C. Patel and Madhu C. Patel, husband and wife

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

Given under my hand and Notarial Seal this 30th day of September 19 87.

*Joan M. Ferraro* Notary Public

Notarial Seal

# UNOFFICIAL COPY

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED  
AND NOTE DATED SEPTEMBER 30, 1987, BETWEEN  
CHANDU C. PATEL AND MADHU C. PATEL, HUSBAND AND WIFE,  
AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

1. This is a part purchase money mortgage.
2. The Mortgagors hereunder reserve the right to prepay this obligation either in whole or in part at anytime without payment of any premium or penalty whatsoever.
3. The Mortgagors further covenant not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
4. If any installments of principal or interest due hereunder shall become <sup>fifteen (15)</sup> ~~ten (10)~~ days overdue, Maker shall pay to the holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.
5. It is hereby expressly agreed by Maker that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in

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excess of <sup>fifteen (15)</sup>~~ten~~ (10) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at a rate of fifteen percent (15%) per annum from the date of such default until such default is cured by maker, which interest shall be payable on each day on which an installment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Maker hereunder or under the provisions of the Mortgage to be immediate due and payable.

*Chandu Patel*  
CHANDU C. PATEL



Dated: Sept. 30, 1957

*MADHU C. PATEL*  
MADHU C. PATEL

f:rider.jbb/crm2

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Property of Cook County Clerk's Office



Return to:

Lynn H. Weinstein

20 W. Clark St

Suite 500

Attn: Joan ~~Reardon~~

Chicago, Ill

6/20/02

11-7055