

UNOFFICIAL COPY

87636390



TRUST DEED

DEC-1 -87 454445

87636390 - A - Rec

12.00

Junior Mortgage

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made November 13

1987, between

Michael Kerrigan

PARKWAY BANK &

herein referred to as "Mortgagors," and
CHXXXXXXXXXXXXXXXXX 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 holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Eleven thousand three hundred and 00/100----- Dollars,
evidenced by certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAKER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 11.52% per cent per annum in instalments (including principal and interest) as follows:

--Two hundred ninety four and 94/100----- Dollars on the 13th day of December 1987 and --Two hundred ninety four and 94/100-- Dollars on the 13th 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 13th day of November 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 seven per cent 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 First State Bank of Chicago 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:

Unit 1-1 together with an undivided 3.413 percent interest in the common elements in the Carosel Courts Condominium as delineated and defined in the Declaration recorded as Document 22281103, in the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 40 North, Range 13, East of the third Principal Meridian in Cook County, Illinois.

This Document prepared

Tax ID# 13-08-313-019-1009
5020 N. Austin Unit 1-1
Chicago, IL 60630

BY: Gail Ghilardi
First State Bank of Chicago
4646 Cumberland
Chicago, IL 60655

which, with the property hereinafter described, is referred to herein as the "premises"

TOGETHER with all improvements, tenements, covenants, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be called thereby which are pledged primarily and on a party with said premises, estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, hot power, refrigeration (whether single units or centrally controlled), and ventilation, including (without limiting the foregoing), screens, window shades, storm doors and windows, floor coverings, major body 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 just above written

[SEAL]

Michael Kerrigan

[SEAL]

[SEAL]

STATE OF ILLINOIS

County of Cook

Michael Kerrigan

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 his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 13th day of November 1987

Notary Public

87636390

DEC 28 1987

