

TRUST DEED

87005777

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

Carol City 126302 MS



THIS INDENTURE, made December 15, 1986, between

JOHN H. SAUNTRY, married to Claire Anne Sauntry,

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

ONE HUNDRED NINETY-TWO THOUSAND AND NO/100 ----- (\$192,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXX~~

DES PLAINES NATIONAL BANK, a National Banking Association,

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 9.75 percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND SEVEN HUNDRED TEN AND 98/100 (\$1,710.98) ----- Dollars or more on the first day of February 1987, and ONE THOUSAND SEVEN HUNDRED TEN AND 98/100 ----- Dollars or more on

the first 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 first day of January, 1992. 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 11.75 per annum, and all said principal and interest being made payable at such banking house or trust company in Des Plaines 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 DES PLAINES NATIONAL BANK, ~~xxxx~~ 678 Lee Street, 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 Village of Melroe Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

PARCEL 1: LOT 4 IN R. LATORIA INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON THE PLAT OF R. LATORIA INDUSTRIAL SUBDIVISION AND AS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-18,237.

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PIN #15-04-203-007, Volume 155

(SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.)

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, radiator 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.

John H. Sauntry [SEAL] [SEAL]

STATE OF ILLINOIS.

County of Cook

I, For undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN H. SAUNTRY, married to Claire Anne Sauntry,

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 19th day of December 1986

Mary T. Espisto Notary Public

Notarial Seal

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# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$15.05  
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#1521 # 17 \*--237--005777  
COOK COUNTY RECORDER

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13<sup>00</sup> MAIL

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If said property or any portion thereof securing the note shall be sold, conveyed or transferred, without the written permission of the holder first had or obtained, then the whole of the principal sum of the note first secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

The Mortgagor consents and warrants that it will take all the steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended, and that, if required by the Mortgagee, the Mortgagor will cause the real estate which is the subject matter of this Mortgage to be insured pursuant to the provisions of this Act.

(This Rider is attached to and made a part of the Trust Deed dated December 15, 1986 to Chicago Title and Trust Company to secure a note of even date for the principal sum of \$192,000.00.)

Property of Cook County Clerk's Office

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