



716357 TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 31, 1986, between DANIEL J. HYMAN, married to GWEN CANDICE HYMAN and ALLEN B. CARTER, married to BARBARA CARTER

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 Thirty Thousand and No/100 (\$130,000.00)

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 the date of disbursement on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum in instalments (including principal and interest) as follows: at the rates and on the dates as are provided in the Note,

Dollars or more on the _____ day of _____ 19____, and _____ Dollars or more on the _____ day of each _____ 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 31st day of August 19 91. 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 thirteen percent 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 USAmeribanc/Chicago, at _____ in said City, 307 N. Michigan Avenue, Chicago, Illinois

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:

See attached legal description.

See attached Rider.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

This document was prepared by and after recording should be returned to:

June Wojtowicz Grady, 200 N. LaSalle, Suite 2100, Chicago, IL 60601-1095 (312) 346-3100

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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, 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, plus a Rider. 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.

DANIEL J. HYMAN (SEAL) ALLEN B. CARTER (SEAL)

STATE OF ILLINOIS,

County of Cook

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT DANIEL J. HYMAN, married to Gwen Candice Hyman and Allen B. Carter, Married to Barbara Carter

who are 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 31st day of December 19 86

Shirley Westbrock Notary Public

Notarial Seal

TTL # 223154 NW

13.00

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UNOFFICIAL COPY 8709215

RIDER TO TRUST DEED DATED
DECEMBER 31, 1986 MADE BY
DANIEL J. HYMAN AND ALLEN B. CARTER, MORTGAGOR,
AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

R-1. Due on Sale. If the Mortgagor shall sell, assign, convey, transfer or encumber all or any portion of the premises or the beneficial interest of any trust holding title to the premises, or contract to sell, assign, convey, transfer or encumber all or any portion of the premises or the beneficial interest of any trust holding title to the premises, whether by operation of law or otherwise, without the prior written consent of Trustee or the Holders of the Note, then and in every such case the whole of the indebtedness evidenced by this Note shall, at once, at the option of the Trustee or Holder, become immediately due and payable, together with accrued interest, without notice to Mortgagor.

R-2. Waiver of Right of Redemption. Mortgagor waives any and all rights of redemption from sale under any decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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UNOFFICIAL COPY

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Legal description for property commonly known as 6158 N. Milwaukee, Chicago, Illinois:

Lots 1 and 2 in Block 6 (except that part of Lots 1 and 2 in Block 6, lying between the Southwesterly line of Milwaukee Avenue and a line 21 feet Southwesterly of and parallel with the Southwesterly line of Milwaukee Avenue) in Frank Rockhold's Subdivision in the Northwest 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, as per Plat thereof recorded November 16, 1914 as Document 5531576.

Permanent Tax Number: 13-05-118-030
Affects: Lot 1

Permanent Tax Number: 13-05-118-031
Affects: Lot 2

CBO Jr

Property of Cook County Clerk's Office

87009215

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UNOFFICIAL COPY

Legal Department for County Administration
Chicago, Illinois

On this day of the month of 1900, I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and seal of office at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

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