

UNOFFICIAL COPY

TRUST DEED

87225578

THIS INDENTURE, made January 20, 1986, between Thomas J. Reich, Margaret M. Reich, Christopher T. Reich and Rita Ann Reich

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 (\$3,535.65)

Three thousand Five Hundred and Thirty Five and 65/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER or Bill and Susan Stapleton

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 1, 1986 on the balance of principal remaining from time to time unpaid at the rate of ten per cent per annum in instalments (including principal and interest) as follows:

Thirty One & 02/100 (\$31.02) Dollars or more on the 1st day of February 1986, and Thirty One & 02/100 (\$31.02) 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 1st day of February 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 14% 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 Bill and Susan Stapleton in said City, Chicago at 3518 W. Irving Park Rd.

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:

Lot 36 in the Subdivision of Block 1 in Gross Park Addition to Chicago, a subdivision of Blocks 39 and 50 and the South 33 feet of Block 38 in subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (except the South West 1/4 of the North East 1/4 and the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4 thereof), in Cook County, 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 of Mortgagors the day and year first above written. Thomas J. Reich, Margaret M. Reich, Christopher T. Reich, Rita A. Reich

STATE OF ILLINOIS, I, Robert B. Ramirez Jr., SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas J. Reich, Margaret M. Reich, Christopher T. Reich, and Rita A. Reich

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

Given under my hand and Notarial Seal this 20th day of January 1986. Notary Public

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PLACE IN RECORDER'S OFFICE BOX NUMBER



Robert B. Ramirez Jr.
1141 Waukegan Rd.
Glenview, Ill. 60025

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HEREIN

Assistant Secretary/Assistant Vice President

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

IMPORTANT: 18. A balloon payment of the then remaining balance will be due on Feb. 1, 1991

This Trust Deed will be due on any subsequent sale assignment or

provisions of the Trust Deed. The provisions of the Trust Deed shall be applicable to the Trust Deed.

10. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when

the instrument is released, when more than one note is used.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through

Mortgages and the words "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note when used in

herein. Any Successor in Trust hereunder shall have the identical title, powers and authority as are

been recorded, filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the

Trust Deed was recorded, filed, in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire,

or assessment which Mortgages may desire to contest.

2. Mortgages shall pay all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no

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