

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

1988 SEP -6 PH 2: 31

88405031

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 1, 1988 between JOHN F. MCCAFFREY and CARROLL MCCAFFREY, *HW*

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Forty-Five Thousand and no/100ths (\$45,000.00) -----

----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER,

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before August 31, 1989 with interest thereon from ----- until maturity at the rate of ----- per cent per annum, payable semi-annually on the ----- day of ----- and of ----- in each year, all of said principal and interest bearing interest after maturity at the rate of ----- per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in -----, Illinois, as the holders of the note may, for time to time, in writing appoint and in absence of such appointment, then at the office of ----- as provided in such Principal Note ----- 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: Real Estate described in attached and hereby incorporated EXHIBIT A.

The lien of this trust deed is subject to the prior lien of a certain mortgage in favor of The Continental Illinois National Bank and Trust Company of Chicago, recorded on 9-6-88, 1988 as document 88405030, to secure an indebtedness due under a certain note for \$955,000.00 (which note and all instruments evidencing and/or securing the same being called the "Senior Lien Documents"). All rights of Trustee hereunder are subject and subordinate to the indebtedness and lien evidenced and/or secured by the Senior Lien Documents, and to any extensions and/or renewals of the same.

Permanent tax number: 05-20- 400-084-0000

13.00

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 par 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) awnings, 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 hands and seal of Mortgagors the day and year first above written.

[SEAL] John F. McCaffrey [SEAL]

[SEAL] Carroll McCaffrey [SEAL]

STATE OF ILLINOIS, }
County of Cook } ss. I, *The undersigned*
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John F. McCaffrey and Carroll McCaffrey, *HW*

who in 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 1st day of SEPT., 1988

Notarial Seal

Ernestine Gachway Notary Public

Ball
Garbrough 71-78-277 DF

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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, lightning and windstrokes, and shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagors may desire to contest.

2. Mortgages shall pay before any general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holders of the note duplicate receipts and other documents.

3. Mortgages shall pay before any general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to trustee or to holders of the note duplicate receipts and other documents.

4. In case of default in the payment of any installment of principal, interest or other amount due on the note, the holder of the note may, but need not, make any payment or perform any act hereunder required or contemplated by the note, and may, but need not, make any payment or perform any act hereunder required or contemplated by the note.

5. The trustee or trustee-in-default of the note shall have the right to foreclose the mortgage and to sell, lease, assign or otherwise dispose of the premises and the improvements thereon, and to execute a deed of conveyance to the purchaser or lessee or assignee, and to execute a deed of conveyance to the purchaser or lessee or assignee, and to execute a deed of conveyance to the purchaser or lessee or assignee.

6. Mortgages shall pay each item of indebtedness hereunder when due, and shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagors may desire to contest.

7. When the indebtedness hereunder secured by the note shall become due, whether by acceleration or otherwise, holders of the note or trustee shall have the right to foreclose the mortgage and to sell, lease, assign or otherwise dispose of the premises and the improvements thereon, and to execute a deed of conveyance to the purchaser or lessee or assignee.

8. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred by the trustee or trustee-in-default in the foreclosure of the mortgage, including the reasonable attorneys' fees and expenses of the trustee or trustee-in-default.

9. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party asserting same in an action at law upon the note hereby secured.

10. Trustee shall have the right to inspect the premises, and to inquire into the validity of the signatures, or to examine the title location, existence of conditions, or to inquire into the validity of the signatures, or to examine the title location, existence of conditions, or to inquire into the validity of the signatures.

11. Trustee or the holder of the note shall have the right to inspect the premises, and to inquire into the validity of the signatures, or to examine the title location, existence of conditions, or to inquire into the validity of the signatures.

Chicago Title and Trust Company, 725566, Identification No. 225566, 339 White Oak Lane, Chicago, IL 60603, UNOFFICIAL COPY, PLACE IN RECORDER'S OFFICE BOX NUMBER

Instrument prepared by Robert J. Garrett, Winston & Strawn, One First National Plaza, Chicago, IL 60603. CHICAGO TITLE AND TRUST COMPANY, Trustee, Assistant Secretary, MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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EXHIBIT A

LOT 1 IN WILLIAM C. O'DONNELL'S RESUBDIVISION OF LOT 4 AND THE SOUTH
73.50 FEET OF LOT 1 IN WHITE OAK SUBDIVISION, A SUBDIVISION IN THE
NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH,
RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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