



TRUST DEED

88408467

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 31, 1988, between Kathryn M. O'Kelly, an unmarried person,

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 sixty thousand and no hundredths (\$60,000.00)

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 September 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of 9.40 per cent per annum in instalments (including principal and interest) as follows:

five hundred and sixty three hundredths (\$500.32) Dollars or more on the 1st day of October 1988, and a like amount Dollars or more on the 1st day of each and every 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 August, 2018. 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 9.40 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 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 Oak Park COUNTY OF

Cook AND STATE OF ILLINOIS, to wit: Unit 306, 1040 Erie Street, Oak Park, Illinois 60302 SEE ATTACHED

Property Tax ID No. 16-07-108-041-1016

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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 and seal of Mortgagors the day and year first above written.

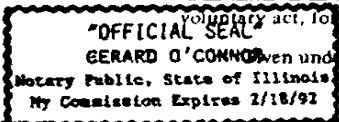
[SEAL] Kathryn M. O'Kelly [SEAL] Kathryn M. O'Kelly [SEAL]

STATE OF ILLINOIS,

County of Cook

SS. I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kathryn M. O'Kelly, an unmarried person

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 she signed, sealed and delivered the said Instrument as her free and



voluntary act, for the uses and purposes therein set forth. I, Notary Public, State of Illinois, My Commission Expires 2/18/92, signed under my hand and Notarial Seal this 1st day of September 1988.

[Signature] Notary Public

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RIDER R-1

This Rider R-1 dated this 31st day of August, 1988, amends and supplements the covenants, conditions and provisions of that certain Trust Deed dated August 31, 1988, entered into between Kathryn M. O'Kelly, Mortgagor, and Chicago Title and Trust Company, Trustee. To the extent the covenants, conditions, and provisions of this Rider conflict with those of the Trust Deed, the covenants, conditions and provisions of this Rider shall control.

18. The Mortgagor may prepay the principal indebtedness in whole or in part at any time without penalty, except that with respect to any partial prepayment:

- (1) Any such partial prepayment shall not be less than three hundred dollars (\$300.00); and
- (2) there shall be no more than one (1) partial prepayment within any period of twelve (12) consecutive months.

19. The final payment of principal and interest, if not sooner paid, shall be due upon the first to occur of:

- (1) The sixtieth (60th) day following Acceleration, as defined herein, and
- (2) the 1st day of August, 2018.

For purposes of this instrument, "Acceleration" shall occur when the legal holder of the note delivers to the Mortgagor written demand for payment, or upon the death of Madeline H. O'Kelly, whichever occurs first.

Chicago Title and Trust Co.
- Trustee **725575**

CHICAGO TITLE & TRUST COMPANY, TRUSTEE

BY

John W. Patek
ASSP. SECRETARY

Kathryn M. O'Kelly
Kathryn M. O'Kelly-Mortgagor

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TRUST DEED DATED AUGUST 31, 1988 CREATED BY KATHRYN M. O' KELLY

ATTACHMENT

Unit 306 as delineated on Plat of Survey of the following described parcel of land: Lots 20, 21, 22 and 23 in Catherine Gaugler's Resubdivision of Block 3 of Timme's Subdivision of Blocks 3, 4, and 5 and Part of Block 6 of Kettlestring's Addition to Harlem, being a Subdivision of the Northern part of the NorthWest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois which Plat of Survey is attached as Exhibit A to Declaration of Condominium made by CENTRAL NATIONAL BANK in CHICAGO, as Trustee under Trust Agreement dated December 2, 1977 and known as Trust No. 22872, filed in the office of Registrar of Titles of Cook County, Illinois as Document Number 2989710, and recorded in the Office of Recorder of Deeds of Cook County, Illinois as Document Number 24258311; together with an undivided 2.194 percentage interest in the common elements as set forth in said Declaration.

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DEPT-01 RECORDING \$14.25
T#2222 TRIM 7505 09/08/88 09:33:00
#0993 *P*-88-408467
COOK COUNTY RECORDER

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