

# UNOFFICIAL COPY

## TRUST DEED

-88-466892

725776 CTTG 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 30 1988, between ADAMS-OTTO PARTNERSHIP, an Illinois General Partnership

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

Seventy-nine thousand and no/100ths (\$79,000.00) ----- 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 October 15, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10 1/2 percent per annum in instalments (including principal and interest) as follows:

Seven hundred twenty-two and 65/100ths (\$722.65) - Dollars or more on the 15 th day of October 1988, and \$722.65 Dollars or more on the 15 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 15th day of October, 1995. 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 10 1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Mt. Prospect 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 James F. Young, 903 Tower Drive, Mt. Prospect, Illinois 60056

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 17 in Block 3 in W.D. Kerfoot and Company's Subdivision of the North three quarters of the East half of the North East quarter of the West quarter and the North 33 feet of the South West quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-21-111-002

This instrument prepared by: John C. Haas, Attorney at Law  
115 South Emerson Street  
Mt. Prospect, IL 60056

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 a 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 to be in 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.

ADAMS-OTTO PARTNERSHIP, an Illinois General Partnership (SEAL)

By: *Marvin L. Otto* (SEAL)

By: *Ronald A. Adams* (SEAL)

STATE OF ILLINOIS,

I, the undersigned

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD A. ADAMS and MARVIN L. OTTO

County of COOK

who are personally known to me to be the same persons whose names 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.

OFFICIAL SEAL  
MARY FRANCES HEGARTY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/20/91

done under my hand and Notarial Seal this 30th day of August 1988

*Mary Frances Hegarty* Notary Public

Notarial Seal

-88-466892



# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST  
DEED DATED AUGUST 30, 1988 MADE BY ADAMS-  
OTTO GENERAL PARTNERSHIP, AN ILLINOIS GENERAL  
PARTNERSHIP TO CHICAGO TITLE AND TRUST COMPANY,  
TRUSTEE

18. In the event the undersigned transfer the title or any part thereof or any legal interest therein, or executes Articles of Agreement for Deed for the property described in this Trust Deed, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person or entity other than the undersigned, or a corporate land trustee holding title solely for the benefit of the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable upon demand by the holder of the Note secured by this Trust Deed, and the undersigned promises to pay the same forthwith.

ADAMS-OTTO PARTNERSHIP, an  
Illinois General Partnership

By: Ronald A. Adams  
RONALD A. ADAMS

By: Marvin L. Otto  
MARVIN L. OTTO

725776

DEPT-01 RECORDING \$13.25  
T#2222 TRAM 1235 10/11/88 11:51:00  
49531 88-466892  
COOK COUNTY RECORDER

Identification No. 725776

--88-466892

CHICAGO TITLE AND TRUST COMPANY,  
TRUSTEE

By: [Signature]  
Assistant Secretary

88466892

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK  
COURT OF COMMON PLEAS  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

That the undersigned Clerk of the Court do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Court.

Property of Cook County Clerk's Office

552416

88-10035

552416

Identification No.

CHICAGO TIRE AND RUBBER COMPANY

88-10035