



TRUST DEED

726672

CTTC 7

THE ABOVE SPACE FOR RECORDEE'S USE ONLY 08-537389

DEPT-01 \$12.25  
T#1111 TRAN 3793 11/21/88 15:16:00

THIS INDENTURE, made November 18 1988, between CHRISTOPHER G. KELLY and AMY L. KELLY, his wife

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

Nine Thousand Two Hundred (\$9,200.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF JEFF L. ROGGENSACK and CHERYL A. ROGGENSACK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 18, 1988 on the balance of principal remaining from time to time unpaid at the rate of \*11.50\* percent per annum in instalments (including principal and interest) as follows:

Two Hundred Two and thirty-four/100 (\$202.34) --- Dollars or more on the first day of January 1989 and Two Hundred Two and 34/100 (\$202.34) --- Dollars or more on the first 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 first day of December, 1993. 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 \*11.50\* 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 residence of Jeff L. Roggensack and Cheryl A. Roggensack, or as otherwise directed in writing

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:

Unit 1A in the Seminary Gardens Condominiums as delineated on Plat of Survey of the following described real estate:

Lots 4 and 5 and the South 13 feet of Lot 3 in Block 1 in Lynn and Swan's Subdivision of the West 1/2 of Block 18 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which Plat of Survey is attached as Exhibit 'A' to the Declaration of Condominium Ownership made by Exchange National Bank, as Trustee under Trust Agreement dated March 8, 1977 known as Trust Number 32215, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 24518942; together with an undivided percentage in said parcel (excepting from said parcel the property and space comprising all the units as defined and set forth in Declaration and Survey) in Cook County, Illinois. P.I.N. 14-25-421-035-1001 Commonly known as Unit 1A, 2450 North Seminary, Chicago, Illinois 60614 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 hands and seal of Mortgagors the day and year first above written.

Christopher Kelly [SEAL] Amy Kelly [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 Christopher G. Kelly & Amy Kelly, his wife

all personally known to me to be the same person S whose name CIP 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 18th day of November 1988

Patrick M. Gallagher Notary Public

Notarial Seal

88-537389



