

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made December 24, 1987 between

FIELDREN W. WHITEHEAD and LENORA WHITEHEAD, His Wife

herein referred to as "Mortgagors," and MICHIGAN AVENUE NATIONAL BANK OF CHICAGO,

a National Banking Association, 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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twelve Thousand Eighty Four and 74/100 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 December 24, 1987 on the balance of principal remaining from time to time unpaid at the rate of 11.75 percent per annum in instalments as follows:

Two Hundred Thirteen and 29/100 Dollars

Dollars on the 15th day of February 1988 and Two Hundred Thirteen & 29/100

Dollars on the 15th 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 January 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 seven per cent 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, Chicago

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

SEE ATTACHED

THIS INSTRUMENT WAS PREPARED BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO 30 NORTH MICHIGAN AVENUE CHICAGO, ILLINOIS BY [Signature]

P.I.N. No.: 20-14-302-076-1171

which, with the property hereinafter described is referred to herein as the "premises." TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof to be levied 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 machinery, equipment or articles now or hereafter thereon 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, motor beds, awnings, slates 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 on 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 for 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.

[Signatures of Lenora Whitehead and Fieldren W. Whitehead] (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS 1. Joyce A. Madsen ss. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT County of Cook Fieldren W. Whitehead and Lenora Whitehead, His Wife

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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 24th day of December A.D. 1987

OFFICIAL SEAL Joyce A. Madsen Notary Public, State of Illinois My Commission Expires 8-1-88

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Unit No. 1019-N in University Park Condominium as delineated in the Survey of Lots 9, 10, 13, 17, 18, 19 and part of Lot 17 in Chicago Land Clearance Commission No. 17 and part of Lot 22 in Block 57 and part of Lot 22 and of Lot 3 in Block 58 in Hyde Park Subdivision, all in the South East Quarter of Section 11 and the North East Quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; which Survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 2462428 together with its undivided percentage interest in the Common Elements.

Grantor also hereby grants to Grantee, his, her or their successors and assigns, an Exclusive Parking Use for parking purposes in that Limited Common Element delineated as Indoor Parking Space No. 1019-AE as defined and set forth in said Declaration and Survey.

Grantor also hereby grants to Grantee, his, her or their successors and assigns, all rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration and Grantee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein.

This Deed is subject to general real estate taxes for 1978 and subsequent years; limitations and conditions imposed by Condominium Property Act of Illinois; easements, covenants, restrictions and building lines of record; applicable zoning and building laws or ordinances or ordinances of record; terms, provisions, covenants and conditions contained in, and rights and easements established by Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and by Laws for University Park Condominium Association; existing lease, if any, of the Purchased Unit; laundry room lease dated July 21, 1976 with Alco Coin Meter Co.; rights of public or quasi-public utilities, if any, in vacated streets and alleys; and encroachment of concrete wall of about 3/8 inches of premises adjoining South over a portion of Lot 22 as disclosed by survey dated September 18, 1978 prepared by Jens K. Doe Survey Service, Inc., No. 78-1036.

UNOFFICIAL COPY

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