



TRUST DEED

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 FEB -4 AM 11:36

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 1
R. GENTZLE, his wife

1988, between GARY A. GENTZLE and SHARON

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-FIVE THOUSAND

and 00/100 (\$65,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~RECEIVER~~ First Union National Bank of Florida, as Trustee for Rose M. Gentzle

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of NINE (9%) percent per annum in instalments (including principal and interest) as follows:

Four Hundred Eighty-seven and 50/100 (\$487.50) Dollars or more on the 1st day of March 19⁸⁸, and Four Hundred Eighty-seven and 50/100 (\$487.50) Dollars or more on the 1st 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 death day of Rose M. Gentzle*. 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 ~~per annum~~ as the holders of the note may, from time to time, appoint, and all of said principal and interest being made payable at such banking house or trust company ~~as~~ Attention: James McInerney, P.O. Box 2080, Jacksonville, Florida 32231-0010

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 Homewood COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 11 in Block 15 in Flossmoor Park Third Addition, being a Subdivision of the East $\frac{1}{4}$ of Lots 1 and 2 (except the South 660.0 feet thereof) in the North East $\frac{1}{4}$ of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises",

*or upon the sale or transfer of title or transfer of any interest in the real estate herein described, and specifically including any sale on contract or agreement for deed.

Address: 18349 Perth Ave., Homewood

PIN: 31-01-204-011 BAO

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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, indoor 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.

Gary A. Gentzle [SEAL] *Sharon R. Gentzle* [SEAL]

[SEAL] [SEAL]

THIS INSTRUMENT PREPARED BY: JOHN A. DE JONG, ATTORNEY AT LAW, 14105 Lincoln, P.O. Box 27, Dolton, IL 60419

STATE OF ILLINOIS, I, the undersigned, DO HEREBY CERTIFY

County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, THAT Gary A. Gentzle and Sharon R. Gentzle, 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.

"OFFICIAL SEAL"

John Alan De Jong
Notary Public, State of Illinois
My Commission Expires 1/25/90

Given under my hand and Notarial Seal this 1ST day of February 19 88.

Notary Public

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