

UNOFFICIAL COPY



TRUST DEED

722725

THIS DOCUMENT PREPARED BY L. FLEMING VICE PRESIDENT CHICAGO BANK OF COMMERCE 200 E. Randolph Dr. Chicago, IL 60601 CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 26

19 88 between

JAMES M. ELLIS, married to Kathleen Ellis

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

FORTY-FOUR THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.5 per cent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED NINETY-SIX AND NO/100 (\$596.00)----- Dollars or more on the 1st day of March 1988, and FIVE HUNDRED NINETY-SIX AND NO/100--- (\$596.00) 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 1st day of February, 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 14.5 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 CHICAGO BANK OF COMMERCE 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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LEGAL ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

DEPT-01

103333 TRAN 1994 02/25/88 1913100 44068 \$ C # 88-077799 COOK COUNTY RECORDER

IN THE EVENT MORTGAGORS SELL OR OTHERWISE TRANSFER OR AGREE TO TRANSFER TITLE TO THE PREMISES, THE NOTE SECURED HEREBY SHALL THEREUPON BECOME IMMEDIATELY DUE AND PAYABLE.

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, stove, 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.

[Signature of James M. Ellis]

JAMES M. ELLIS

[SEAL]

[SEAL]

STATE OF ILLINOIS,

I, Jaynie Holt

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of COOK

THAT JAMES M. ELLIS, married to Kathleen Ellis

who is personally known to me to be the same person whose name is subscribed to the

instrument, appeared before me this day in person and acknowledged that

"OFFICIAL SEAL"

Jaynie Holt Notary Public, State of Illinois My Commission Expires Sept. 26, 1990

signed, sealed and delivered the said instrument as his free and

voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of January 1988.

[Signature of Jaynie Holt]

Notary Public

Notarial Seal

Box 15

GA

2 OF 3

T.I. 222785

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EXHIBIT A - LEGAL DESCRIPTION

Units #C3 in the 1920 Lincoln Condominium as delineated on the Plat of Survey of the following described parcel of real estate:

A tract of land (which includes portions of lots taken for the opening of Ogden Avenue by condemnation proceedings had in Case No. 42162Co and said Ogden Avenue having subsequently been vacated by Ordinance, a copy of which was recorded November 13, 1969 as Document No. 21,012,200), described as:

Part of Lots 14, 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the 40 foot street (Lonerger Street) lying East of and adjoining Lot 15, all in Lonerger's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20 and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in Lonerger's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision, aforesaid, all of the above being taken as one tract, bounded and described as follows:

Commencing at the Southwest corner of Lot 22 in Lonerger's Subdivision, aforesaid; thence West along the North line of West Wisconsin Street, and said North line extended, a distance of 83.61 feet to a line that is 50 feet East of and parallel to the West line of North Orleans Street, extended North; thence North along said parallel line, a distance of 100.76 feet to its intersection with a line that is 44 feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue, as opened by Ordinance of the City Council; thence Northeasterly along said line which is 44 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened, a distance of 94.83 feet to the Southwesterly line of North Lincoln Avenue, as extended; thence Southeasterly along the Southwesterly line of North Lincoln Avenue, extended, a distance of 64.36 feet to the Southeasterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue, as opened, to the West line of Lot 18 in Lonerger's Subdivision, aforesaid; thence south along the West line of Lots 18, 19, 20, 21 and 22 in said Lonerger's Subdivision to the place of beginning, in Cook County, Illinois, which survey is attached as Exhibit B to the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 5, 1986 as Document No. 86-581215, together with its undivided percentage if interest in the Common Elements.

Mortgagor also hereby grants to the Mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of declaration were recited and stipulated at length herein.

Property Address: 1920 N. Lincoln Avenue, Unit #C3, Chicago, Illinois 60614
Permanent Tax NO: ~~14-33-401-042-0000~~

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