

UNOFFICIAL COPY

TRUST DEED



488101743

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 1 19 88, between Robert W. Abel and Rhoda R. Abel, 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 Forty Thousand and 00/100-----

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 10.50 per cent per annum in instalments (including principal and interest) as follows:

Four Hundred Forty Two and 16/100----- Dollars or more on the 1st day of May 19 88 and Four Hundred Forty Two and 16/100----- 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 April 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 13.50 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 office of CAPITOL BANK AND TRUST 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:

13-20-215-007-0000 All BAO

Lot 37 and the West half of Lot 38 in Block 1 in Martin Luther College Subdivision of the North Half of the North East Quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #12-30-214-007-0000

Property Address: 5637 W. Berenice Chicago, Illinois

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COOK COUNTY RECORDER

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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 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 to 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.

Robert W. Abel [SEAL] Rhoda R. Abel [SEAL]
Robert W. Abel [SEAL] Rhoda R. Abel [SEAL]

STATE OF ILLINOIS, I, Jim Runas, A. Notary
} SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of Cook THAT Robert W. Abel and Rhoda R. Abel, 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



1st day of March 19 88

Notary Public

13 00 MAIL

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 N. Fullerton Ave., Chicago, Illinois 60639

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The undersigned agree to pay to the Holder of this Note on each monthly payment date, an additional amount equal to one-twelfth of the annual taxes and assessments levied against the mortgaged premises, all as estimated by the Holder of the Note. As taxes and assessments become due, the Holder of the Note is authorized to use such monies for the purpose of paying such taxes or assessments, and in the event such monies are insufficient for such purpose, the undersigned agree to pay to the Holder of the Note the difference forthwith.

A. In the event of default in any of the provisions contained in this Trust Deed, the Mortgagee, at its option, without being required to do so, may apply any tax deposits on hand on any of the indebtedness hereby secured, in such order and manner as the Mortgagee may elect.

All policies of insurance to be maintained and provided as required by the terms of the Trust Deed shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee, and all such policies shall have attached thereto Mortgagee Clauses or Endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. A copy of said policy shall be delivered to the Mortgagee.

It is covenanted and agreed between the Mortgagor and the Holder of the Note that the Mortgagor will not contract for, nor make any additional mortgage or encumbrance on the above described property, without the prior written consent of the Holder of the Note. In the event any additional mortgage or encumbrance is incurred without the prior written consent of the Holder of the Note, at the option of the Holder of the Note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become immediately due and payable.

Any sale, transfer or conveyance of the within described premises, subsequent to the date of this instrument, shall at the option of the Holder thereof, cause the remaining unpaid balance due on this instrument or the Note which it secured, to become immediately due and payable.

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no other will be able to do so...
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 but in your name...
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 will be able to do so...

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Property of Cook County Clerk's Office

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