



723228
TRUST DEED

UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made March 23rd, 1988 between Gary Arbuthnot and Mary Jo Arbuthnot, his wife, as joint tenants.

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of \$31,248.14

Thirty one thousand two hundred and forty eight dollars & 14/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SECURITY FEDERAL SAVINGS & LOAN ASSN

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 1st, 1988 on the balance of principal remaining from time to time unpaid at the rate of 12 1/2 percent per annum in installments (including principal and interest) as follows: \$457.40

Four hundred and fifty seven dollars & 40/100 Dollars or more on the 10th day of April 1988 and \$457.40 Dollars or more on the 10th 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 10th day of March 1990. 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 installment unless paid when due shall bear interest at the rate of 2% 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 Security Federal Savings & Loan 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:

205 AS 12

PLAT 14 29 106 002 D 802
ADDRESS: 1121 N. Southside, CHICAGO, ILL. 60637

LOT 107 IN ARNOLD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE NORTH 1/2 OF BLOCK 6 IN THE SUBDIVISION OF "THAT PAIR BEING NORTHWESTERLY OF THE CENTER OF LINCOLN AVENUE, IN THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12.00

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 or 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 (and 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, door closers and windows, floor coverings, trundle beds, awnings, clothes 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.

Gary Arbuthnot (SEAL) Mary Jo Arbuthnot (SEAL)

STATE OF ILLINOIS, I, Paul E. M. Frankel, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GARY ARBUTHNOT and JO ARBUTHNOT, HIS WIFE, are joint tenants,

who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this 26th day of March 1988 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 26th day of March 1988.

Notary Public signature and seal.

85-21060

