



TRUST DEED

724508

THE ABOVE SPACE FOR RECORDER'S USE ONLY

88276994

THIS INDENTURE, made

June 14 1988, between

John W. Marquardt and Lois G. Marquardt, 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
ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND NO/100----- (\$142,500.00)----- Dollars,evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
~~SEANER~~ LaSalle Northwest National Bank of Chicago

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 10.75 percent per annum in instalments (including principal and interest) as follows: One Thousand Four

Hundred Forty Six and 70/100----- (\$1,446.70)----- Dollars or more on the 15th day of July 1988, and One Thousand Four Hundred Forty Six and 70/100----- Dollars or more 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 June 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 12.75 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 LaSalle Northwest National Bank of Chicago 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 Village of Burbank

Cook AND STATE OF ILLINOIS, to wit:

COUNTY OF

Lots 191 and 192 in Frank Delugach's 79th Cicero Golfview, a subdivision of the East 1/2 of the Northwest 1/4 of Section 33, Township 38 North, Range 13, East of the Third Principal Meridian, also the middle 1/3 of the North 60 acres of the East 1/2 of the Northeast 1/4 of said section 33, Township 38 North, Range 13, East of the Third principal Meridian, said middle 1/3 being the West 1/2 of the East 2/3 of said North 60 acres as per Plat recorded September 4, 1941 as Document Number 12750971, in Cook County, Illinois.

Commonly known as: 5301 W. 79th Street, Burbank, IL 60459
PIN:19-33-107-003 & 19-33-107-004

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. # 1111 TRAN 7248 96/23/88 14:21:00
John W. Marquardt [SEAL] Lois G. Marquardt [SEAL]

[SEAL] [SEAL]

STATE OF ILLINOIS, { SS. 1. the Undersigned
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT John W. Marquardt and Lois G. Marquardt, his wife

who are personally known to me to be the same person as whose name is 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.

Given under my hand and seal this 14th day of June 1988.

"OFFICIAL SEAL"

Laura Griffin

Notary Public, State of Illinois

My Commission Expires June 1991

Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor Secured by Instalment Note with Interest Included in Payment.
R. 11/75

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UNOFFICIAL COPY

UNC

— 1 —

DESCRIBED PROPERTY HERE
INSERT STREET ADDRESS OF ABOVE
FOR RECORDS INDEX PURPOSES

IMPROVEMENTS
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE DEFERRED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, IN FAVOR OF THE TRUST
DEED IS FILED FOR RECORD, S. 11, 1945.

16. The release of personal information by the Trustee or successor shall be restricted to reasonable compensation for his services as trustee or successor to the trustee or to his heirs if he dies during his term.

15. This Trust Deed and all the provisions hereof, shall extend to and the word "Trustees", when used, shall include all such persons and all persons entitled to receive the benefits of this note or this Trust Deed. The word "note", when used in

13. Trustee's services rendered by his trustee shall be limited to those services necessary to carry out the powers granted to him under the terms of the trust instrument upon presentation of written notice of his trustee's request for payment of any sum or sums due to him under the terms of the trust instrument.

10. No action for the enforcement of the lease or of any provision hereof shall be subject to any defense which would not be good and available to the party interpreting same in action at law upon the note hereby executed.

9. Upon, or at any time before the filing of a bill to reexecute the same, application for a writ of habeas corpus, or other writs, may be made to the court in which such bill is filed, and the court may appoint a receiver of

8. The proceeds of any lottery sales of the promoter shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the formation of the lottery; secondly, to the promoters provided, third, to the persons entitled to receive compensation under the terms hereof contained in the notes; fourth, any surplus to promoters, the heirs, legatees

9. Participants shall pay such sum of indemnities herein mentioned, both principal and interest, as may be due to the claimants or to any tax assessors, or to any other person in respect of any tax, assessment, fine, or other amount due to the claimants.

and unstructured data and provides without source code and with little intervention a rate of error reduction to the point of hardly ever failing to identify the correct category of such data.

3. **Job seekers shall keep the bulletins and improvements now or hereafter issued on said premises informed about losses of damage by fire**

1. Interrogatories shall be propounded upon the defendant or his attorney, or upon any other party to the action, by the plaintiff or his attorney, in writing, and shall be served by the plaintiff or his attorney, or by his attorney, upon the defendant or his attorney, or upon any other party to the action, at least ten days before trial, unless otherwise provided by law.
2. All interrogatories shall be propounded in writing, and shall pay special taxes, except as otherwise provided by law.