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88284013

TRUST DEED (ILLINOIS)

(Monthly payments including interest)

The Above Space For Recorder's Use Only

THIS INDENTURE, made JUNE 16 1988, between DONALD ALLEN AND DOROTHY ALLEN, HIS WIFE, herein referred to as "Mortgagors," and R. SCHULTZ

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to BEARER

and delivered, in and by which note Mortgagors promise to pay the principal sum of (13228.25) THIRTEEN THOUSAND TWO HUNDRED TWENTY EIGHT DOLLARS 25/100 Dollars, and interest from JUNE 21, 1988 on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: TWO HUNDRED SEVENTY THREE DOLLARS 49/100 (273.49) Dollars on the 21 day of JULY 19 88 and TWO HUNDRED SEVENTY THREE DOLLARS 49/100 (273.49) Dollars on the 21 day of each and every 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 21 day of JUNE 19 97; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate as provided in note of even date, and all such payments being made payable to Bearer of Note or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other requirement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW HEREOF, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of the state, right, title and interest therein, situate, lying and being in the CITY OF CHGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 48 IN JEFFREY MANOR, BEING A RE-UBDIVISION OF PART OF BLOCK 1, ALL OF BLOCKS 2 TO 10, BOTH INCLUSIVE, AND PART OF BLOCK 11, INCLUDING VACATED ALLEYS AND PARTS OF SOUTH CLYDE AVE AND SOUTH PAXTON STREET, EAST 96th STREET, EAST 96th PLACE, EAST 97th STREET, EAST 97th PLACE, EAST 98th STREET AND EAST 98th PLACE, ALL IN HUGH'S MAGINNIS' 95TH STREET SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1942 AS DOC. NO 12987496, in COOK COUNTY, ILLINOIS, P# 25-12-218-012 COMMONLY KNOWN AS 9733 S MERRILL CHICAGO, IL.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, floor coverings, major beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Donald Allen (Seal) Dorothy Allen (Seal) DONALD ALLEN DOROTHY ALLEN (Seal) (Seal)

State of Illinois, County of COOK ss, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONALD ALLEN AND DOROTHY ALLEN, HIS WIFE personally known to me to be the same person S whose name 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, including the release and waiver of the right of homestead.

RECORD DATA IMPRESS SEAL HERE 12.00 MAIL

Given under my hand and official seal, this Commission expires MARCH 2, 19 92

JOHN W. WILSON II Notary Public

This instrument was prepared by JoAnn Kostacki 9944 S Roberts Rd Palos Hills, IL. 60465 (NAME AND ADDRESS)

ADDRESS OF PROPERTY: 9733 S Merrill Chgo, IL. 60617 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED SEND SUBSEQUENT TAX BILLS TO: DONALD ALLEN 9733 S MERRILL CHGO, IL 60617 (Address)

MAH TO NAME FIDELITY FINANCIAL SERVICES, INC. ADDRESS: 9944 S ROBERTS RD PALOS HILLS, IL ZIP CODE 60465

OR RECORDER'S OFFICE BOX NO.

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DOCUMENT NUMBER

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TW222 IRAN 6394 06/28/88 13:39:00
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COOK COUNTY RECORDER

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