

UNOFFICIAL COPY

TRUST DEED

THIS IS A SECOND MORTGAGE

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 13, 1989, between JAMES S. MERRITT and HANNELORE H. MERRITT, 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 FIVE THOUSAND

(\$5,000.00)-----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 October 13, 1989 on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent per annum in instalments (including principal and interest) as follows:

Four-Hundred-Forty-One and 91/100-----(\$441.91)-----Dollars or more on the 13th day of November 1989, and Four-Hundred-Forty-One & 91/100 (\$441.91)-----Dollars or more on the 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 12th day of October, 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 instalment unless paid when due shall bear interest at the rate of 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 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 AND STATE OF ILLINOIS, to wit:

Lot 13 in Block 3 in Irving Park, a Subdivision in the Southeast 1/4 of Section 15 and North 1/2 of the Northeast 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Number: 13-15-401-010-0000

Prop. Address 4329 N. Kildare CHGO. IL 60641

SEE ATTACHED RIDER MADE A PART HEREOF!

This instrument prepared by: Susan Craven, 21850 N. Cambridge Drive Kildeer, Illinois 60047

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 or marily 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, 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 purpose, 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.

James S. Merritt (SEAL) Hannelore H. Merritt (SEAL) JAMES S. MERRITT (SEAL) HANNELORE H. MERRITT (SEAL)

STATE OF ILLINOIS, I, Susan J. Craven a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James S. Merritt and Hannelore H. Merritt, his wife

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

OFFICIAL SEAL SUSAN J. CRAVEN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 10, 1991

Given under my hand and Notarial Seal this 13th day of October 1989.

Susan Craven Notary Public

KATHLEEN E. HORNE 90091-C-0989 NORTHERN ILLINOIS TITLE INSURANCE CO.

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# UNOFFICIAL COPY

RIDER TO TRUST DEED AND NOTE MADE BY AND BETWEEN JAMES S. MERRITT and HANNELORE H. MERRITT, his wife, (hereinafter referred to as 'Mortgagor') and CHICAGO TITLE AND TRUST COMPANY (hereinafter referred to as 'Trustee')

NOTWITHSTANDING, the terms and conditions set forth on the Trust Deed and Note to which this Rider is attached, the following terms and conditions shall be added to and be construed as part of the Trust Deed and where there is a variance the following conditions and stipulations shall control.

1. The Mortgagor agrees that this Trust Deed and Note shall not be assigned, nor its obligations assumed, by any other party except in the case of devise and descent or by reason of death by the beneficiaries of the Trust acting as Mortgagor, and no interest in the real estate shall be assigned, conveyed hypothecated or sold on an installment basis in the manner of a contract sale without first obtaining the written consent of the holders of the Note. It is further agreed that in the event of a breach of this Agreement, the holders of the Note shall have the right to accelerate all payments due under said Note and declare an immediate default by taking such action in any court of competent jurisdiction without further notice to the Mortgagor hereunder maintaining such actions or combinations thereof in law and equity as may be available to the holders of the note, whether under the provision of this Trust Deed or otherwise. It is hereby further agreed that if any action is necessary in a court of law due to the default of the Mortgagor, then the Mortgagor, its successors and or assigns shall be responsible for all attorney's fees necessary for such court action.

2. The Mortgagor shall have a grace period of five (5) days from the due date hereunder in which to make payment of principal and interest and taxes to the mortgagee. Thereafter, the interest shall increase pursuant to the Trust Deed on the principal balance unpaid. The mortgagee may accept any lesser amount, but such acceptance shall not cause a waiver or any estoppel of any rights that are given the mortgagee for any subsequent payments.

3. The balance of principal due thereunder may be prepaid at any time without penalty. No prepayment shall relieve the Mortgagor from the next payment due hereunder of principal and interest. Any payments shall be first applied to unpaid interest to the date of prepayment and then to principal. No prepayment shall operate to reduce the payments provided for herein.

89504387

James S. Merritt  
JAMES S. MERRITT

Hannelore H. Merritt  
HANNELORE H. MERRITT

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171111 TRAN 8068 10/24/89 14:26:00  
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COOK COUNTY RECORDER

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