



UNOFFICIAL COPY

TRUST DEED

COOK COUNTY ILLINOIS

89591170

NOV 12 PM 12:24

89591170

761542

CERT.

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

14 00

THIS INDENTURE, made November 4, 1987, between THOMAS S. BABIN

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 EIGHTY SIX THOUSAND SIX HUNDRED TWENTY FIVE AND NO/100 (\$86,625.00)

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 December 4, 1987 on the balance of principal remaining from time to time unpaid at the rate of six (6%) percent per annum in instalments (including principal and interest) as follows:

SEVEN HUNDRED SIXTY FOUR AND 03/100 (\$764.03) Dollars or more on the 4th day of January 1988 and SEVEN HUNDRED SIXTY FOUR AND 03/100 (\$764.03) Dollars or more on the 4th 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 4th day of December, 2001. 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 six (6%) 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 Ade E. Babin and Mary J. Babin 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 in 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 Schaumburg COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Bldg. #1-4 in Carriage Homes of Windsong Condominium as delineated on a survey of certain lots in Carriage Homes of Windsong, being a Subdivision of part of the Northeast Quarter of Section 18, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, IL; which survey is attached as Exhibit "C" to the Declaration of Condominium filed and recorded 4-29-87 as LR 3612036 and Document #87229431, and amended by Supplement #2 to the Declaration of Condominium filed and recorded on 7-30-87 LR# 3639502 and Document 87420845, together with its individual percentage interest in the common elements.

PIN: 25-20-222-010

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, 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 on 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.

Thomas S. Babin (Signature and Seal)

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Thomas S. Babin

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

OFFICIAL SEAL ELENIA JAMES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/15/91

4th day of November 19 87 (Signature and Seal)

Notarial Seal.

89591170



# UNOFFICIAL COPY

8 9 5 9 1 1 7 0

761542

## EXHIBIT A

Attached to and made a part of Trust Deed dated November 4, 1987 between THOMAS S. BABIN and Chicago Title and Trust Company as Trustee.

A1. CONDOMINIUM RULES AND ASSESSMENTS. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project which the Property comprises a unit of, pursuant to the provisions of the declaration, by-laws, or other constituent document of the Condominium Project, and shall comply with all rules and regulations established by said Association.

A2. HAZZARD INSURANCE. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire and other hazards, Borrower shall not be required to maintain any other insurance coverage. Lender acknowledges that the application of hazard insurance proceeds shall be governed by the declaration, by-laws or other constituent documents of the Condominium Project or of applicable law. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Note with the excess, if any, paid to Borrower.

89591170

# UNOFFICIAL COPY

STATE

IN SENATE

January 11, 1901

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED

BY THE SENATE JANUARY 11, 1901

RELATIVE TO THE LANDS BELONGING TO THE STATE

AND TO THE MANNER OF DISPOSING OF THE SAME

CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS, 1901.

Property of Cook County Clerk's Office