

UNOFFICIAL COPY

Notary Public

December 9, 1989

9th

who is personally known to me to be the same person as the 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 lawful act, for the uses and purposes therein set forth.

JIRO YAMAGUCHI, Notary Public in and for the State of Illinois, in said County, in the State of Illinois, a bachelor, County of Cook, State of Illinois.

Witness the hand and seal of the said JIRO YAMAGUCHI, Notary Public, on the day and year first above written.

THIS TRUST DEED CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE TWO (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.

UNIT C-C AND PARKING SPACE P-1 IN 1507-11 WEST BIRCHWOOD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 AND 3 IN BLOCK 8 IN BIRCHWOOD BEACH BEING A SUBDIVISION IN SECTION 29, TOWNSHIP 47 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN BY THE PLAT RECORDED AUGUST 27, 1890 IN BOOK 42 OF PLATS, PAGE 33 AS DOC. N. 1326212 IN COOK COUNTY, ILL., WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOC. NO. 25232557 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

FOUR HUNDRED SIXTY FOUR AND 27/100THS (\$64.27) DOLLARS OR MORE ON THE 9TH DAY OF JAN. 1990 AND FOUR HUNDRED SIXTY FOUR AND 27/100THS (\$64.27) DOLLARS OR MORE ON THE 9TH 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 9TH DAY OF DECEMBER, 2004. 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 TWELVE PER ANNUM, AND ALL OF SAID PRINCIPAL AND INTEREST BEING MADE PAYABLE AT SUCH BANKING HOUSE OR TRUST COMPANY IN CHICAGO, COOK COUNTY, 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 BRUCE COLE IN SAID CITY.

NOW, HERETOFORE, 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 (CONVEY AND WARRANT) INTO THE TRUSTEE, SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE AND ALL OF THEIR ESTATE, TITLE AND INTEREST THEREIN, SITING, LYING AND BEING IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, AND STATE OF ILLINOIS, TO-WIT:

THIS INDENTURE, made December 9, 1989, between LESTER LEVESTON, a bachelor

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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TRUST DEED

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73-35-8960-00-000



# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF A CERTAIN PURCHASE  
MONEY MTGE. & TRUST DEED AND NOTE DATED December 9, 1989  
AND INCORPORATED THEREIN.

1. The payment of this note is due on the Ninth Day of each month, and holder reserves the right to charge a late fee of 5% of the sums due if not paid on time.
2. The condominium assessment must be paid by the first day of each month and any arrearages that the holder must pay shall be added to the next installment of the mortgage due.
3. As long as the maker exhibits the paid real estate tax bills by Oct. 15 of each year, holder will not require a tax deposit to be made to him monthly. If a deposit is made to the holder of the 1st mortgage, this requirement will be waived.
4. In the event that the holder wishes to rent out the condo unit, maker must furnish a credit report on the prospective tenant to both the condominium association and to holder of this note, and the new tenant must be approved by the holder of the note.
5. If the maker cannot make the payments on this second mortgage and fails to pay the 1st mortgage, condo assessments, real estate taxes, maker agrees to quit claim said property to holder of this note and holder agrees to make said payments.
6. Should the maker of this note transfer his interest in the property without consent of the holder of the note, the trust deed and note shall become immediately due and payable on demand.
7. Maker shall provide insurance naming the holder of the note as mortgagee.

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