

UNOFFICIAL COPY

89060561



TRUST DEED

727603

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 18,

1989, between

ANNA MEYERS, DIVORCED AND NOT SINCE REMARRIED

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

89060561

ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100----- 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 February 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of ----11 1/4 percent per annum in instalments (including principal and interest) as follows: ONE THOUSAND

THREE HUNDRED FORTY SEVEN AND 63/100----- Dollars or more on the 1st day of March 1989, and ONE THOUSAND THREE HUNDRED FORTY SEVEN AND 63/100 Dollars or more on the 1st 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 1st day of February 1994*. 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 --11 1/4% 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 National Security 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 CITY OF CHICAGO COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

THE SOUTH 1/4 OF LOTS 16, 17 AND 18 IN SAMUEL JOHNSTON'S SUBDIVISION OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No.: 17-06-412-024

Property Address: 1049 North Marshfield Avenue
Chicago, Illinois 60622

*BALLOON PAYMENT

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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and electric 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 hand _____ and seal _____ of Mortgagors the day and year first above written.

Anna Meyers

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS,

County of Cook

I, Kim Stawiarski

a Notary Public in and for, and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT ANNA MEYERS, DIVORCED AND NOT SINCE REMARRIED

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of January 1989.

Kim Stawiarski

Notary Public

1/3rd

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20. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied first to payment of amounts payable on the Note, then to the principal of the Note under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note under paragraph 2 hereof, then to interest payable on any future advances.

17. FUTURE ADVANCES. Upon request of Borrower, Lender's option prior to release of
grantee to said trustee, Lender may make future advances to Borrower. Such future advances
of Lender's Mortgagor, may make future advances to Borrower. Such future Advances,
which advances
chered notes shall be secured by Lender's Mortgagor when evidenced by Promissory Notes
which notes are secured hereby. At no time shall the principal amount of the unpaid advances
secured by Lender's Mortgagor, not including sums advanced in accordance with the Note to the
beneficiary of Lender's Mortgagor, exceed \$100,000.

13. In the event of the death or permanent removal from said Cook County of Trustee, or his
successor in this office, and invested with all the title and powers
hereby made trustee successor to this Office, and invested with all the title and powers
of said Office to the Office of Chicago Title and Trust Company of said Cook County to
relinquish the same to the Office of Chicago Title and Trust Company of said Cook County to
the trustee successor in this office.