

UNOFFICIAL COPY

TRUST DEED

1989 MAR

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made February 15, 1989, between Krishan Agarwal and Tripta Agarwal, 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 Twenty-Five Thousand and no/100 (\$25,000.00) -----

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 15, 1989 on the balance of principal remaining from time to time unpaid at the rate of 13 percent per annum in instalments (including principal and interest) as follows:

Five Hundred Sixty-Eight and 83/100 ----- Dollars or more on the 15th day of March 1989 and Five Hundred Sixty-Eight and 83/100 --- Dollars or more on the 15th 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 14th 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 15 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 Holder 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:

Lot 9 in E. Vogt's Subdivision of Lot 1 and the part of Lot 2 lying East of the East line of North Rockwell Street in the subdivision of Lots 45 and 50 in Shackford's Subdivision of the South West 1/4 of South East 1/4 also the West 163.5 feet of Lot 44 in Bowmanville, being Bowman's 2nd Subdivision of the East 1/2 of the South East 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

13.00

P.I.N. 13-12-425-031-0000 Commonly known as 2554 W. Lawrence, Chicago, Illinois

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, in-door 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 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 of _____ and seal of _____ of Mortgagors the day and year first above written.

Krishan Agarwal [SEAL] _____ [SEAL]
Tripta Agarwal [SEAL] _____ [SEAL]

STATE OF ILLINOIS,
County of COOK

I, Robert B. Hoellen
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Krishan Agarwal and Tripta Agarwal, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ROBERT B. HOELLEN signed, sealed and delivered the said instrument as their free and lawful act, for the uses and purposes therein set forth.

MY COMMISSION EXPIRES 3/22/92
Given under my hand and Notarial Seal this 15th day of February 1989.

Notarial Seal: Robert B. Hoellen Notary Public

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cp#3-RBH-2/14/89

ASSIGNMENT OF TRUST DEED

For value received, the undersigned hereby grants, assigns and transfers to BANK OF RAVENSWOOD all beneficial interest under that certain deed of trust dated February 15, 1989, executed by KRISHAN AGARWAL and TRIPTA AGARWAL, his wife, trustors, to Chicago Title & Trust Company. The land therein is legally described as:

Lot 9 in E. Vogt's Subdivision of Lot 1 and the part of Lot 2 lying East of the East line of North Rookwell Street in the Resubdivision of Lots 45 and 50 in Shackford's Subdivision of the South West 1/4 of South East 1/4 also the West 163.5 feet of Lot 44 in Bowmanville, being Bowman's 2nd Subdivision of the East 1/2 of the South East 1/4 of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all right accrued or to accrue under such deed of trust.

Dated: February 15, 1989

David Y. Chang

DAVID Y. CHANG

Subscribed and sworn to before me this 15 day of February, 1989.

Robert B. Hoellen

Notary Public

" OFFICIAL SEAL "
ROBERT B. HOELLEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/22/92

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UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

1000 copies of the following report of the Board of
County Commissioners for the year ending
December 31, 1991, are being distributed to
the following offices for their use:

1. The Board of County Commissioners
2. The Board of Supervisors
3. The Board of Directors of Cook County
4. The Board of Directors of Cook County
5. The Board of Directors of Cook County
6. The Board of Directors of Cook County
7. The Board of Directors of Cook County
8. The Board of Directors of Cook County

Submitted to the Board of County Commissioners for their
information and for their use in the performance of
their duties.

DAVID J. RYAN

1000 copies of the following report of the Board of
County Commissioners for the year ending
December 31, 1991, are being distributed to
the following offices for their use:

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Property of Cook County Clerk's Office