

THIS INDENTURE, made this December 5, 1986, between JOAN M. FERRARO

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 holder or 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 THOUSAND and 00/100THS (\$20,000.00)-----

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER DONNA S. GOTHAM and ROBERT M. GOTHAM and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:

Twenty Thousand and 00/100ths (\$20,000.00)----- Dollars or more on the _____ day of _____ 19____ and _____ Dollars or more on the _____ day of _____ 19____ thereafter, to and including the _____ day of _____ 19____ representing the full

interest from December 5, 1986 on the principal balance from time to time unpaid at the rate of 10% per cent per annum; each of said installments of principal bearing interest after maturity at the rate of 12% per cent 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 Donna S. Gotham, 3721 N. Greenview, Chicago, IL 60614 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:

UNIT 2-N TOGETHER WITH AN UNDIVIDED 14.9245 PERCENT INTEREST IN THE COMMON ELEMENTS IN RAVENSWOOD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25885036, IN PARTS OF SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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, mator beds, axmpps, 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 _____ and seal _____ of Mortgagors the day and year first above written.

[SEAL] JOAN M. FERRARO

[SEAL]

1300 [SEAL]

STATE OF ILLINOIS, }
County of Cook } SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
MARA H. FELDMAN
Joan M. Ferraro

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 5th day of December, 1986
Mara H. Feldman
Notary Public.

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Joan M. Ferraro, 414 N. Orleans, Suite 710 Chicago, IL 60610

4520 N. Hermitage, Unit 2N Chicago, Illinois 60640

FOR RECORDERS INDEX PURPOSES: INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TO: [X]

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assistant Secretary Assistant Vice President

17. See Attachment attached hereto and incorporated herein by reference.

18. See Attachment attached hereto and incorporated herein by reference.

19. See Attachment attached hereto and incorporated herein by reference.

20. See Attachment attached hereto and incorporated herein by reference.

21. See Attachment attached hereto and incorporated herein by reference.

22. See Attachment attached hereto and incorporated herein by reference.

23. See Attachment attached hereto and incorporated herein by reference.

24. See Attachment attached hereto and incorporated herein by reference.

25. See Attachment attached hereto and incorporated herein by reference.

26. See Attachment attached hereto and incorporated herein by reference.

27. See Attachment attached hereto and incorporated herein by reference.

28. See Attachment attached hereto and incorporated herein by reference.

29. See Attachment attached hereto and incorporated herein by reference.

30. See Attachment attached hereto and incorporated herein by reference.

31. See Attachment attached hereto and incorporated herein by reference.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or a reasonable ordinance; and (g) keep the premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (h) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (i) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such lien to Trustee or to holders of the note; (j) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (k) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (l) make no material alterations in said premises except as required by law or a reasonable ordinance; and (m) keep the premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof.

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ten (10) days

ten (10) days

ten (10) days

UNOFFICIAL COPY

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ATTACHMENT TO JUNIOR TRUST DEED
DATED AS OF DECEMBER 5, 1986
BETWEEN JOAN M. FERRARO AND
CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1:

17. This Trust Deed may not be recorded with the Recorder of Deeds of Cook County, Illinois without the prior written consent of Mortgagor.
18. Prepayment of all or any portion of this obligation shall be permitted at any time without fine or penalty.
19. This Junior Trust Deed shall be junior and subordinate to the first mortgage to Bank of Ravenswood, its successor and/or assigns and dated December 5, 1986 in the amount of \$77,500.00.

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Property of Cook County Clerk's Office