

TRUST DEED

UNOFFICIAL COPY

89196349

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS TRUST DEED, made April 28, 1989, between Charles W. Fitzpatrick, Jr., and Cynthia H. Fitzpatrick, his wife,
 herein referred to as "Mortgagors," and Edward P. Cremerius, of Palatine
Cook County, Illinois, herein referred to as TRUSTEE, witnesseth THAT, WHEREAS the Mortgagors are justly indebted
 to the legal holders of the Promissory Note (herein called "Note") hereinafter described, said legal holder or holders being herein referred to as Holders of the Note evidenced by one certain Promissory Note of the Mortgagors of even date herewith, made payable at stated therein and delivered,
 in and by which said Note the Mortgagors promise to pay an Amount Financed of TWENTY THOUSAND FIVE HUNDRED FIFTY-
FIVE and 06/100 (\$20,555.06) Dollars with interest thereon, payable in installments as follows:

FOUR HUNDRED EIGHTY and 51/100 (\$480.51) Dollars or more on the 3rd day
 of June, 19 89, and FOUR HUNDRED EIGHTY and 51/100 (\$480.51) Dollars or more on the 3rd day
 of each month thereafter, ~~until paid in full~~ ~~until paid in full~~ until said Agreement
 is fully paid and except that the final payment, if not sooner paid, shall be due on the 3rd day of May, 19 95

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOTS 1 AND 2 IN CEDAR KNOLLS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1970, AS DOCUMENT 21211550 DEPT 1 COOK COUNTY, ILLINOIS.

TAX I.D. NO. 02-08-107-001 & 02-08-107-002

DEPT 1 COOK COUNTY RECORDER

112.26
T#1111 TRAN 2210 95/02/07 12:54:00
\$6018 # 67-196349

Prepared By:

TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LASALLE
CHICAGO, IL 60602
32032262

EDWARD P. CREMERIUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALATINE, IL 60067

MAY 02 1989

also known as 188 E. Dundee Rd., Barrington, Illinois 60010
(Number and Street)

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, 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 purpose, 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 MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES.

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 S and seal S of Mortgagors the day and year first above written.

Charles W. Fitzpatrick, Jr.
Charles W. Fitzpatrick, Jr.

[SEAL]

[SEAL]

Cynthia H. Fitzpatrick
Cynthia H. Fitzpatrick

[SEAL]

[SEAL]

STATE OF ILLINOIS, }
County Cook }
} SS. I, Karen L. Copeland, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Charles W. Fitzpatrick, Jr., and Cynthia H. Fitzpatrick, his wife who personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they

" OFFICIAL SEAL " signed, sealed and delivered the said Instrument as their free and
KAREN L. COPELAND Notary Public, for the uses and purposes therein set forth.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/30/89 Given under my hand and Notarial Seal this 28th day of April, 1989.

Notarial Seal

12-0475 (REV. 11-83)

ORIGINAL

UNOFFICIAL COPY

PLACE IN RECORD SHEET OR OFFICE BOX NUMBER
COPY

EDWARD P. CLEMENS

EDWARD P. CEMERILLIS

EDWARD F. CREMERIUS

ATTORNEY AT LAW

THE NORTHWEST HIGHWAY

ECOR BOX OFFICE BOX NUMBER

RECORDED BY'S OFFICE BOX NUMBER _____

MISSION: X-02 FROM THE SWEEPERS

ECOFR DMR'S OFFICE BOX NUMBER

RECORDED'S OFFICE BOX NUMBER

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon all persons claiming under or through
Mortgagors, and the word "heir", "heirs", "successor", "successors", and "personal representative", shall include
members of any part thereof, whether or not such persons shall exceed the note or this Trust Deed. The word "note" when used in
this instrument shall be construed to mean "notes", when used herein each note is used.

better record than I could, in view of the responsibilities, inability to afford to act for the State, the fact that the State had no place to record deeds, and the fact that the State had no power to tax.

14. Trustee may resign by notice given in writing filed in the office of the Register of Titles in which this instrument shall have been recorded as maker's record.

17. **Limitations** The ability, capacity, or authority of the government to regulate under the principles of the Constitution depends on the delegation of power by the legislature.

10. No action for the enforcement of the loan or of any provision hereof shall be brought to any disadvantage which would fail to be good and available to the party interposing same in action at law upon the note hereby executed.
11. Trustees or the holders of the note shall have the right to inspect the premises as often as is reasonable and access thereto shall be permitted for that purpose.

More complete and more numerous would be the benefits of the permanent adoption of such a measure. Such a modification of our present system of taxation would be of great service to the country, without regard to the economy of administration. It would be of great service to the country, without regard to the economy of administration. Such a modification of our present system of taxation would be of great service to the country, without regard to the economy of administration.

At this point, it is important to note that while most lending institutions require a minimum down payment of 20% of the purchase price, some offer loans with as little as 5% down. This can be a significant savings for buyers who are unable to come up with the full amount required by law.

3. The Trustee of the Holders of the Notes receivable by bearers on the part of Mortgagors
consolidated as a writer of any notes receivable by bearers on the part of Mortgagors.

the number of which may be authorized, plus reasonable compensation to trustee for each meeting convened among shareholders of which notice is given to provide the information specified and at the time hereof, shall be no more than \$100 per shareholder.

ultimately of windstorms (and flood damage), while the remainder is received by law to pay the cost of replacing the same or to pay in full the indemnities under policies providing for payment

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises which are in full under protest, to trustee or to holders of the note or mortgage, except as otherwise provided by law.

1. *Prohibited persons* shall (a) keep, send or handle things or instruments of prostitution; (b) receive or be received by persons, and receive or be received at places where prostitution is carried on; (c) keep, send or handle things or instruments of prostitution for the purpose of being used in connection with prostitution; (d) keep, send or handle things or instruments of prostitution for the purpose of being used in connection with prostitution, if such things or instruments are excepted by law or ministerial ordinance.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THIS PAGE, THE REVERSE SIDE OF THIS TICKET, ARE