



TRUST DEED
759739

UNOFFICIAL COPY

89329312

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY 07/19/89 15:12:00

THIS INDENTURE, made July 11, 1989, between Allan A. Ackerman and Ghia Ackerman, his wife

COOK COUNTY RECORDER

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

Forty Seven Thousand and No/100 - - - - - (\$47,000.00) - - - - - Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BARBARA~~ Manufacturers Bank **89329312**

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 14, 1989 on the balance of principal remaining from time to time unpaid at the rate of 11.00 per cent per annum in instalments (including principal and interest) as follows:

50037

Four Hundred sixty and 66/100 - - - - - (\$460.66) - Dollars or more on the 14th day of August 1989, and Four Hundred sixty and 66/100 - (\$460.66) Dollars or more on the 14th 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 July, 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 11.00 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 Manufacturers Bank, 1200 N. Ashland Avenue, Chicago, IL, 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, provision 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, COOK COUNTY OF ILLINOIS, to wit:

Parcel 1: Parcel 1: 14-32-227-050-1007 Parcel 2: 14-32-227-050-1013

Unit Number 2042-3 in the Dayton Condominium as delineated on the Plat of Survey of Lots 7 and 8, in Block 7, in Cushman's subdivision of Block 4 of Sheffield's Addition in the Southeast Quarter of the Northeast Quarter of the East half of the Northeast Quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit 'A', to declaration made by the Lake View Trust and Savings Bank, as Trustee under Trust Agreement dated July 21, 1978 and known as Trust Number 5114, recorded in the office of the recorder of deeds of Cook County, Illinois, as document 24873881, on March 8, 1979; together with the undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: The exclusive right, to the use of parking space number 'P'-5, a limited common elements, as delineated on the survey attached, to the declaration aforesaid, recorded as which, with the property hereinafter described, is referred to herein as the "premises," document Number 24873881, in Cook County, Illinois

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, in building (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 SE and seal SE of Mortgagors the day and year first above written.

Allan A. Ackerman (SEAL) Ghia Ackerman (SEAL) **89329312**
T#4444 TRAN 0871 07/17/89 15:12:00
03161 *E* 89 329312

STATE OF ILLINOIS, I, Irene Ford COOK COUNTY RECORDER
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Allan A. Ackerman and Ghia Ackerman, his wife

who S personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that S signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL
IRENE FORD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 11/10/90

under my hand and Notarial Seal this 11th day of July 19 89
Irene Ford Notary Public

\$12.00 MAIL

MAIL TO: []

DEED IS FILED FOR RECORD AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST

LINDER THE INSTALLMENT NOTE SECURED BY THIS MORTGAGE AND THE PROVISIONS OF THE MORTGAGE AND

amended from time to time. IMPORTANT TO THE BORROWER AND

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

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CHICAGO TITLE AND TRUST COMPANY

Identification No.

of the State of Illinois that be applicable to this deed.

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