

UNOFFICIAL COPY 89390226



TRUST DEED

DEPT-01 18444 TRM 1779 08/25/89 10:41:00 \$12.25 #5147 #1 *--09-390226

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 23, 19 89, between

Reha E. Ulucay and Cecilia M. Ulucay, his wife and Richard Billmaier, a bachelor herein referred to as "Mortgagors," and BANK OF RAVENSWOOD, 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 referred to as Holders of the Note, in the principal sum of

EIGHTY TWO THOUSAND EIGHT HUNDRED AND NO/100----- Dollars, (\$82,800.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BANK OF RAVENSWOOD

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and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 12.00 percent per annum in instalments (including principal and interest) as follows:

Eight Hundred Seventy Two And 07/100---(\$872.07)----- Dollars or more on the 1st day of October 19 89, and Eight Hundred Seventy Two And 07/100---(\$872.07)--- Dollars or more on the 1st 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 1st day of March 19 92. 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; upon non-payment of any installment when due, and continuance of such default for a period of ten (10) days, a delinquency charge of 1/2 of two percent (2%) of the entire unpaid principal balance due hereunder or twenty five and no/100 - Dollars (\$25.00), whichever is greater, shall be imposed, 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 Bank of Ravenswood 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 Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 396 In Rudolph's Subdivision of Blocks 6 and 7 in W.B. Ogden's Subdivision of the Southwest quarter of Section 18, Township 40 North Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax I.D. #14-18-317-041

CEA 4116 1/2 Bell Chgo

If all or any part of the property or an interest therein is sold or transferred by or conveyer with out Lender's prior consent, excluding, a) creation of a lien or encumbrance subordinate to this Mortgage, b) the creation of a purchase money security interest for household appliances, c) a transfer by devise decent or by operation of law upon the death of joint tenant or d) the grant of any leasehold interest of three years or less not containing an option to purchase, lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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, inador 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 for on 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 s and seals of Mortgagors the day and year first above written.

Reha E. Ulucay (SEAL) Cecilia M. Ulucay (SEAL) Richard Billmaier (SEAL)

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Reha E. Ulucay and Cecilia M. Ulucay, his wife and Richard Billmaier, a bachelor

"OFFICIAL SEAL" CARLOS A. SAAVEDRA Notary Public, State of Illinois My Commission Expires Nov. 15, 1989 personally known to me to be the same person s whose name s are subscribed to the instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of August 1989. Notary Public

