

UNOFFICIAL COPY

90488938

TRUST DEED



764796

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

Aug. 14 1990 between

BRUCE K. LEE and MELANIE C. LEE, 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

SEVENTY THOUSAND AND NO/100 (\$70,000.00) ---

DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MAYFAIR BANK and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on DEMAND with interest on the principal balance until maturity at the rate of prime plus 2 per cent per annum, payable monthly on the 20th day of each month in each year; all of said principal and interest bearing interest after maturity at the rate of prime plus 7 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 MAYFAIR BANK at 4001 W. Devon, Chicago, Illinois 60646.

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:

LOTS 14 AND 15 IN BLOCK 1 IN ROBERT S. DISNEY'S IRVING PARK SUBDIVISION OF THE WEST 25 ACRES OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 40 RODS THEREOF), IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING
73333 TRAN 7903 10/05/90 14:50:00 \$13.25
42217 # C *--90-488938
COOK COUNTY RECORDER

PIN: 13-14-104-001

Commonly known as 3755-57 W. Lawrence, Chicago, Illinois 60625.

It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right, at his option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transaction.

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, or cooling, 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, 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 in 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.

BRUCE K. LEE

[SEAL]

MELANIE C. LEE

[SEAL]

STATE OF ILLINOIS,

County of Cook

SS.

I, _____ the undersigned
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Bruce K. Lee and Melanie C. Lee, his wife

who _____ personally known to me to be the same persons _____ whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ they _____ signed,

OFFICIAL SEAL

PETER K. LEE

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRED APR. 29, 1991

Under my hand and Notarial Seal this

14th day of Aug., 1990.
 Peter K. Lee

Notary Public

Notarial Seal

UNOFFICIAL COPY

UNI
3755-57 W. LAWRENCE
FOR RECORDED'S INDEX PURCHASES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

208 Se Lasalle, Suite 1400
Pete R. Lee, Esq.

IMPORTANT! Identifications No.	CHICAGO TITLE AND TRUST COMPANY	LENDER THE MORTGAGEE OF BORROWER AND SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST DEED CONTRACT, TRUSTEE, BORROWER THE TRUST DEED IS FILED FOR ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY
-----------------------------------	---------------------------------	--