



TRUST DEED

1990 NOV - 7 PM 12: 50

90543649

765115

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 30, 1990 between H. PAUL RICHTER and DIANE E. RICHTER, formerly known as DIANE E. RADER, 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 Twenty Thousand and 00/100 (\$20,000.00)

DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BARBAR~~ WENDELL SHACKELFORD and MARY SHACKELFORD

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on November 1, 1994 with interest thereon from date hereof until maturity at the rate of 12.0 per cent per annum, payable semi-annually on the day of and of - in each year; all of said principal and interest bearing interest after maturity at the rate of 15.0 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 Francis J. Zeman, Jr., 9933 North Lawler, Suite 257, Skokie, Illinois 60077 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 Evanston, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT 125-3 AS DESCRIBED UPON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY: LOT 12 IN BLOCK "B" IN WHITE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NO. R-1705 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22767523 TOGETHER WITH AN UNDIVIDED 6.33 PER CENT INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

Common Address: 125 Kedzie Avenue, #3-E, Evanston, Illinois P.I.N. 11-09-405-031-1006

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 par 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 up 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 hands and seal of Mortgagors the day and year first above written.

H. PAUL RICHTER (SEAL)

DIANE E. RICHTER, formerly known as DIANE E. RADER (SEAL)

14.00

STATE OF ILLINOIS,

County of Cook

I, Undersigned

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT H. PAUL RICHTER and DIANE E. RICHTER, formerly known as

DIANE E. RADER, his wife,

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

and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

Given under my hand and Notarial Seal this 30th day of October, 1990

Notary Public

Notarial Seal

FD1360 1981

90543649

UNOFFICIAL COPY

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED IN RECORDER'S OFFICE BOX NUMBER

CHICAGO TITLE AND TRUST COMPANY,
Trustee

Assistant Secretary,
Assistant Vice President

265115

There is a Rider attached to this instrument, the terms of which are fully a part hereof.

1. Mortgages shall be deemed to be secured by the premises and improvements thereon as if they were a part of the premises and improvements thereon. The mortgagor shall keep all buildings and improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning and windstorms, and shall deliver to the lender a certificate of insurance covering the same. The mortgagor shall pay in full the cost of such insurance, and shall deliver to the lender a certificate of insurance covering the same. The mortgagor shall pay in full the cost of such insurance, and shall deliver to the lender a certificate of insurance covering the same. The mortgagor shall pay in full the cost of such insurance, and shall deliver to the lender a certificate of insurance covering the same.

60543649

2. Mortgages shall pay before any other charges against the premises when due, and shall, upon written request, furnish to the lender or to holders of the notes duplicate receipts for the same. Mortgages shall pay before any other charges against the premises when due, and shall, upon written request, furnish to the lender or to holders of the notes duplicate receipts for the same. Mortgages shall pay before any other charges against the premises when due, and shall, upon written request, furnish to the lender or to holders of the notes duplicate receipts for the same.

3. Mortgages shall keep all buildings and improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning and windstorms, and shall deliver to the lender a certificate of insurance covering the same. The mortgagor shall pay in full the cost of such insurance, and shall deliver to the lender a certificate of insurance covering the same. The mortgagor shall pay in full the cost of such insurance, and shall deliver to the lender a certificate of insurance covering the same.

4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim (herein, "lien") or other tax lien or claim (herein, "lien") or other tax lien or claim (herein, "lien") or other tax lien or claim (herein, "lien").

5. The Trustee or the holders of the note hereby secured making any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate. The Trustee or the holders of the note hereby secured making any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate.

RIDER

THIS RIDER is attached to and a part of the trust Deed dated October 30, 1990 by and between H. PAUL RICHTER and DIANE E. RICHTER, formerly known as DIANE E. RADER, and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee, and the provisions hereof are fully incorporated therein.

17. If all or any part of the property or an interest therein is sold or transferred by the Mortgagors without prior written consent of the trustee or the holders of the Note, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, the holders of the Note may, at their sole option, declare all the sums secured by this Trust Deed to be immediately due and payable. If the holders of the Note exercise their option to accelerate, they shall mail Mortgagors a Notice of Acceleration, which shall provide a period of not less than thirty (30) days from the date the Notice is mailed within which the Mortgagors may pay the sum declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, the holders of the Note may, without further notice or demand on the Mortgagors, invoke any remedies permitted by the provisions of this Trust Deed.

DATED: October 30, 1990.

BY: H. Paul Richter
H. PAUL RICHTER

Diane E. Rader
DIANE E. RICHTER, formerly known as
DIANE E. RADER

80543849

UNOFFICIAL COPY

Property of Cook County Clerk's Office