

# UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made December 13 19 90, between Joseph Rimkus, 740 Windsor Lane, Key West, Florida 33041, an unmarried man,

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 Thousand and no/100 (\$40,000.00) ----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BARBARA~~ Barbara Cohn

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 13, 1990 on the balance of principal remaining from time to time unpaid at the rate of Ten (10) percent per annum in instalments (including principal and interest) as follows:

Three Hundred Eighty-Six and 01/100 (\$386.01) Dollars or more on the 13th day of January 1991, and Three Hundred Eighty-Six and 01/100 (\$386.01) -- Dollars or more on the 13th 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 13th day of December, 1993. 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 Sixteen (16) 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 Richard Cohn, 555 Skokie Boulevard, in said City, Northbrook, IL 60062.

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 successor, 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:

See attached Exhibit A

14<sup>00</sup>

P.I.N. 14-33-409-024-1046

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

Joseph Rimkus [SEAL] [SEAL]

STATE OF ILLINOIS, I, BARBARA BRESSLER GARSON  
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH RIMKUS

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

Given under my hand and Notarial Seal this 13<sup>TH</sup> day of DECEMBER 19 90.

Barbara Bressler Garson Notary Public

Notarial Seal

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UNIT NUMBER 606 IN THE HEMINGWAY HOUSE CONDOMINIUM AS  
DELINEATED ON THE SURVEY OF THE FOLLOWING:

PARTS OF LOTS 5, 6, 9, 10, 13, 14, 15, 16, 17 AND 18 IN  
SHELDON'S SUBDIVISION OF BLOCK 46 IN CANAL TRUSTEES'  
SUBDIVISION, AND PARTS OF VACATED CLARK STREET, VACATED WELLS  
STREET AND VACATED NORTH LINCOLN AVENUE, IN THE NORTH HALF  
AND THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 33,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK  
COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24616476; TOGETHER WITH  
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

SUBJECT ONLY TO: (A) COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RECORD; (B) TERMS, PROVISIONS, COVENANTS, AND CONDITIONS  
OF THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS, IF ANY,  
THERE TO; (C) PRIVATE, PUBLIC, AND UTILITY EASEMENTS,  
INCLUDING ANY EASEMENTS ESTABLISHED BY OR IMPLIED FROM THE  
DECLARATION OF CONDOMINIUM OR AMENDMENTS THERETO, IF ANY, AND  
ROADS AND HIGHWAYS, IF ANY; (D) PARTY WALL RIGHTS AND  
AGREEMENTS, IF ANY; (E) LIMITATIONS AND CONDITIONS IMPOSED BY  
THE CONDOMINIUM PROPERTY ACT; (F) SPECIAL TAXES OR  
ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED; (G) ANY  
UNCONFIRMED SPECIAL TAX OR ASSESSMENT; (H) INSTALLMENTS NOT  
DUE AT THE DATE HEREOF FOR ANY SPECIAL TAX OR ASSESSMENT FOR  
IMPROVEMENTS HERETOFORE COMPLETED; (I) MORTGAGE OR TRUST DEED  
SPECIFIED BELOW, IF ANY; (J) GENERAL TAXES FOR THE YEAR 1990  
AND SUBSEQUENT YEARS; (K) INSTALLMENTS DUE AFTER THE DATE OF  
CLOSING ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION  
OF CONDOMINIUM.

EXHIBIT A

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