

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

RECORD

1990 JAN 19 PM 1:39

90029845

TRUST DEED

90029845

761855

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JANUARY 5 19 90, between JEROME P. SLATTERY & JANET A. SLATTERY (J), married to each other 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 SIX THOUSAND DOLLARS AND 00/100. Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from JANUARY 31, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.25 percent per annum in instalments (including principal and interest) as follows:

EIGHT HUNDRED EIGHTEEN DOLLARS AND 19/100. Dollars or more on the 15TH day of FEBRUARY 19 90 and EIGHT HUNDRED EIGHTEEN DOLLARS AND 19/100. Dollars or more on the 15TH 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 15TH day of JANUARY 1997. 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 12.25 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 The First National Bank of Chicago 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 CHICAGO COUNTY OF

COOK AND STATE OF ILLINOIS, to wit: LOT 47 AND THE NORTH 1/3 OF LOT 48 IN ROGERS PARK SOUTH, A SUBDIVISION OF LOTS 13 AND 14 IN L.C. PAINE FREER'S (RECEIVER) SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13.00

PROPERTY IS COMMONLY KNOWN AS: 6636 NORTH BOSWORTH, CHICAGO, IL

PERMANENT REAL ESTATE INDEX NUMBER: 11-32-308-024

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. (S) (S)

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

Jerome P. Slattery [SEAL] Janet A. Slattery [SEAL]

STATE OF ILLINOIS, I, Joseph W. Tauer, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT Jerome Slattery + Janet A. Slattery his wife

who personally known to me to be the same person as whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as their free and

OFFICIAL SEAL JOSEPH W. TAUER Notary Public, State of Illinois My Commission Expires 5/17/93

11th day of Jan 1990 Joseph W. Tauer Notary Public

1 all C-39288 RE: TITLE GUARANTY ORDER

90029845

Chicago, Ill. 60670-0482
Mail Suite 0482
The First National Bank of Chicago
Chicago, Ill. 60670-0482
Attn: Personal Credit Center/First National Bank of Chicago
PLACE IN RECORDER'S OFFICE

761855
Identification No.
CHICAGO TITLE AND TRUST COMPANY,
Trustee
Assistant Secretary/Vice President

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire or assessment which mortgages may desire to contest.

2. Mortgages shall pay before any generaly attached taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises within ten days, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate receipt for the taxes so paid. To prevent default hereunder mortgages shall pay in full under protest, in the manner provided by statute, any tax matter relating to said premises except as required by law or municipal ordinance.

3. Mortgages shall pay before any generaly attached taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises within ten days, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate receipt for the taxes so paid. To prevent default hereunder mortgages shall pay in full under protest, in the manner provided by statute, any tax matter relating to said premises except as required by law or municipal ordinance.

4. In case of default hereunder, Trustee or the holder of the note 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 lien or other prior lien or title or claim in favor of the holder of the note, and may, but need not, make any payment or performance of principal or interest on any other lien or claim in favor of the holder of the note.

5. The Trustee or the holder of the note hereby secured making any payment on account of any default hereunder on the part of Mortgages, considering as a waiver of any right to claim a lien or other prior lien or title or claim in favor of the holder of the note, shall not be deemed to constitute a waiver of any right to claim a lien or other prior lien or title or claim in favor of the holder of the note.

6. Mortgages shall pay each term of installments herein mentioned, both principal and interest, when due according to the terms hereof, as stated or set forth in the certificate of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (c) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (d) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (e) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (f) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (g) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (h) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (i) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (j) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (k) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (l) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (m) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (n) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (o) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (p) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (q) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (r) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (s) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (t) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (u) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (v) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (w) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (x) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (y) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note, or (z) when default shall occur and continue for three days in the performance of any or all of the installments of principal or interest on the note.

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