



TRUST DEED

COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

90055831
90055831

762021

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 11
Valerie J. Meineke, his wife

1989, between Calvin T. Meineke and

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

Fifty Thousand and no/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 December 15, 1989 on the balance of principal remaining from time to time unpaid at the rate of eight percent per annum in instalments (including principal and interest) as follows: (\$606.64)

Six Hundred Six and 64/100-----

Dollars or more on the 15th day

of January 1990 and Six Hundred Six and 64/100 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 December 1994. 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 ten per annum, and all of said principal and interest being made payable at such banking house or trust company in Berwyn 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 Joseph M. Moravec 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 Village of Oak Park COUNTY OF

Cook AND STATE OF ILLINOIS, to wit:

Lot 5 (except therefrom the South 53.18 feet and except also the South 1.68 feet of the North 46.89 feet of said lot 5) lying West of a line 130 feet west of the parallel to the East line of said Lot 5 in the North East Avenue addition to Oak Park in the North East 1/4 of Section 6, Township 39 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-06-229-021

Commonly known as 915 N. Elmwood Ave., Oak Park, Illinois

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

Cal Meineke [SEAL] Valerie Meineke [SEAL]
 CALVIN T. MEINEKE [SEAL] VALERIE J. MEINEKE [SEAL]

STATE OF ILLINOIS, SS. Joseph M. Moravec
 County of Cook a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
 THAT Calvin T. Meineke and Valerie J. Meineke, his wife

who are personally known to me to be the same person S whose name S are subscribed to the foregoing 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.

"OFFICIAL SEAL" JOSEPH M. MORAVEC, Notary Public
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 8/27/92
Notary Seal

under my hand and Notarial Seal this 11th day of December 1989.
Joseph M. Moravec Jr. Notary Public

90055831

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PLACE IN RECORDER'S SOAHC BOX NUMBER

Riverside, IL 60546

MAIL TO: Joser A. Moravec

FOR RECORDER'S INDEX PURPOSES
INDEX STREET ADDRESS OF ABOVE

DEED IS FILED FOR RECORD.
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
TRUST DEED SHOULD BE DENTIFIED BY SECURED BY THIS
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS
CHICAGO TITLE AND TRUST COMPANY,
Registration No. 762021

15. The Trustee shall have the right to sue for specific performance of the note or to sue for recovery of the amount due and to sue for attorney's fees and costs of collection if the note is not paid when due.
16. Before recording this instrument, the holder may file a copy of the note with the Clerk of the Circuit Court of Cook County, Illinois, at the time of recording.
17. Motorists shall be liable for damages resulting from the use of vehicles which have been used in violation of this instrument.

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