



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 25

1990 between

Fred Wohlin, Jr., divorced and not since remarried & Edwin W. Howard, a bachelor 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 Ninty Four Thousand Four Hundred and no/100ths ( \$ 94,400.00 ) ----- 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 April 25, 1990 on the balance of principal remaining from time to time unpaid at the rate of 9.75 % per cent per annum in instalments (including principal and interest) as follows:

Eight Hundred Eleven and 4/100ths ( \$ 811.04 ) ----- Dollars or more on the First day

of June 1990, and Eight Hundred Eleven and 4/100ths ( \$ 811.04 ) ----- Dollars or more on the First 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 First day of May, 2000. 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 12.75 % per annum, and all of said principal and interest being made payable at such banking house or trust company in Downers Grove 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 Concordia Mutual Life Association 3041 Woodcreek, Downers Grove, Ill 60515

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:

\$18.00

SEE ATTACHED

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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, 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.

*Fred Wohlin, Jr.*  
Fred Wohlin, Jr. [SEAL]

*Edwin W. Howard*  
Edwin W. Howard [SEAL]

STATE OF ILLINOIS, }  
County of Cook } SS. I, Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT

who personally known to me to be the same person whose name 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 day of August 1990.

NOTARIAL SEAL  
Notary Public, State of Illinois  
for the County of Cook

*[Signature]*  
Notary Public

Mortgagor - Secures One Instalment Note with Interest Included in Payment.

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FOR RECORDERS INDEX PURPOSES  
OR REORDER STREET ADDRESS ABOVE  
DISCLAIMER FROM RITY HERE!

THRUUN, TALLMAN & COHN LTD  
111 E BUSSE AVE  
SUITE 203  
MT PROSPER, ILLINOIS 60056  
Box 333 - 411

MAIL TO:

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

Assistant Secretary, Assistant Vice President  
Trustee  
CHICAGO TITLE AND TRUST COMPANY

Identification No. 762873

1-7-21 are on rider attached hereto and incorporated herein by reference  
This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through  
Mortgagees and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of or through  
this instrument shall be construed to mean "notes" when more than one note is used.  
10. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when  
this Trust Deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any  
provisions of this Trust Deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.  
11. Trustee shall release this Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through  
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THE GRANTS AND CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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UNIT NUMBER 3-"SOUTH", AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): LOT 21 IN BLOCK 2 IN CENTRAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY JAMES DOTSON RECORDED AS DOCUMENT NUMBER 22133288; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-07-323-046-1006

KNOWN AS: UNIT # 3 430 S. WISCONSIN AVE., OAK PARK, IL. 60302

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THIS RIDER IS ATTACHED TO AND FORMS A PART OF A TRUST DEED DATED APRIL 25, 1990 IN THE AMOUNT OF \$ 94,400.00 AND SIGNED BY FRED WOHLIN, JR. AND EDWIN W. HOWARD. (HEREINAFTER "MORTGAGOR").

17. The Mortgagor may prepay the indebtedness secured hereby at any time without penalty.

18. Monthly instalments of principal and interest as set forth herein and in the Trust Deed securing this Note are due on the first (1st) day of each month. Any monthly instalment of principal and interest not received by the Holder on or before the twentieth (20th) day of the month in which such instalment is due shall incur a late payment penalty of five percent (5%) of the principal and interest of such delinquent instalment.

19. In the event the Mortgagor, or in the event the Mortgagor is a land trust, the beneficiary thereof, shall otherwise suffer or permit its or his legal, equitable, or beneficial interest in the mortgaged Premises to become vested in or become encumbered by any person or persons, firm or corporation who was not, at the date of execution of this Trust Deed, so vested with a legal, equitable, or beneficial interest in the mortgaged Premises, or the holder of a note secured by an encumbrance on the mortgaged Premises, then, and in any such event, unless the same shall be done with the prior written consent of the Holder, the happening thereof shall constitute a default hereunder, and thereupon the Holder shall be authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby to be immediately due and payable.

20. In order to provide for the payment of the taxes levied and assessed against the property herein described, including both general taxes and assessments, the Mortgagor

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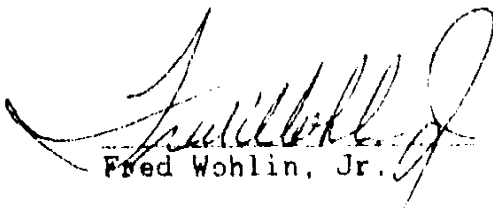
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further covenants and agrees to deposit with the Holder or such other depository as may be from time to time designated in writing by the Holder, on the respective dates when the instalments of principal and interest are payable, an amount equal to one-twelfth (1/12th) of the annual taxes levied against the premises, as reasonably estimated by the Holder, so that the Holder shall have, not less than thirty (30) days prior to the due date of any instalment of taxes, sufficient funds to pay the taxes. In addition, at the time of payout by the Holder of the indebtedness secured hereby, Mortgagor will deposit with the Holder, an amount which, when added to subsequent tax escrow deposits, shall equal one hundred percent (100%) of the annual taxes levied against the Premises plus one-twelfth (1/12th) such amount. In the event such monies are insufficient to pay in full, any instalment of taxes due, Mortgagor agrees to pay the difference forthwith and the Holder is hereby authorized to apply such monies in payment of such taxes as same become due, so long as the Mortgagor is not in default under the Note or any provision hereof; otherwise to apply same in payment of any obligation of the Mortgagor under the Note or this Trust Deed. The Holder shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor nor shall it incur any personal liability for anything done or omitted to be done hereunder. It is agreed that all such payments shall be carried by the Holder without earnings accruing thereon and shall be applied from time to time by the Holder to pay such items. Mortgagors agree that the Holder shall not be required to carry said funds separately from its general funds.

21. The terms of the Note secured by this Trust Deed are hereby incorporated herein by reference and are specifically made a part hereof and shall be binding upon the Mortgagor, its successors and assigns.

  
 Fred Wohlin, Jr.

  
 Edwin W. Howard

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