

UNOFFICIAL COPY

TRUST DEED

90324658

763753

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 2 19 90, between ALBERT L. SWAINSTON, 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

TWO HUNDRED ELEVEN THOUSAND FIFTY AND NO/100 ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~EDENS~~ EDENS PLAZA BANK, an Illinois banking corporation,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 2, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12%* percent per annum in instalments (including principal and interest) as follows:

*2% over the prime rate of lender, floating, as established in the Wall Street Journal Two Thousand Two Hundred Twenty Two and 82/100 ----- Dollars or more on the 1st day of August 19 90 and Two Thousand Two Hundred Twenty Two and 82/100 ----- Dollars or more on

the 1st 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 1st day of July, 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 16%* per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette 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 Edens Plaza Bank in said City, *6% over the prime rate of lender with a base prime rate of 10%

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 6 in Block 3 in Subdivision of Blocks 2 and 3 and the West 33 feet of Block 1 in State Bank of Illinois Subdivision of the North East 1/4 of the North West 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PIN: 17-04-109-035

DEPT-01 RECORDING \$14.00
T49999 TRAN 0161 07/06/90 13:50:00
44834 * 6 * -90-324658
COOK COUNTY RECORDER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND CONDITIONS.

THIS DOCUMENT PREPARED BY: *D. S. E. Alley* EDENS PLAZA BANK Wilmette, IL.

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.

_____| SEAL | _____ | SEAL |
_____| SEAL | _____ | SEAL |

STATE OF ILLINOIS,

County of Cook

SS.

I, Kathleen C. Esposito

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Albert L. Swainston

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 2nd day of July 19 90.

OFFICIAL SEAL
KATHLEEN C. ESPOSITO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/94
Form 802 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.
R. 11.79

Kathleen C. Esposito Notary Public

Box 15

-90-324658

for

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"The mortgagor(s) hereby waive, release, and relinquish any and all rights they may have in the homestead estate in the property subject to this mortgage."

The undersigned will not transfer, assign, or in any way hypothecate or attempt to transfer, assign or hypothecate his right, title or interest in the property securing this Note, without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of undersigned's right, title or interest to the property, securing the Note, without the previous written consent of holder, the principal balance remaining at the time of such transfer, assignment, or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.

"Mortgagor on behalf of himself/herself and each and every party claiming by or through mortgagor, hereby waives and releases any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this mortgage and without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage."

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County Clerk's Office

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Property of Cook County Clerk's Office

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