



TRUST DEED

767603

UNOFFICIAL COPY

91413772

A.T.G.F. BOX 370

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

87-904 cds

THIS INDENTURE, made JULY 29 19 91, between JOHN L. KIRKWOOD, 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 NINETY-FIVE THOUSAND & 00/100

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF EDWARD SCHATTE

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from AUGUST 1, 1991 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 SIXTEEN & 20/100 Dollars or more on the 1st day of SEPTEMBER 1991, and EIGHT HUNDRED SIXTEEN & 20/100 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 AUGUST, 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 11.5 per annum, and all of said principal and interest being made payable at such banking house or trust company in HARWOOD HEIGHTS, 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 EDWARD SCHATTE 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 AND STATE OF ILLINOIS, to wit:

LOT 22 IN BLOCK 9 IN VINCENT, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-31-116-029-0000

DEPT-01 RECORDING 514.00
147777 TRAM 2108 08/14/91 11:51:00
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COOK COUNTY RECORDER

THIS INSTRUMENT PREPARED BY: FRANK M. ANSELMO, JR.
6424 W. BELMONT AVE.
CHGO, IL. 60634

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, inlaid 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.

JOHN L. KIRKWOOD

STATE OF ILLINOIS,

I, THE UNDERSIGNED

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN L. KIRKWOOD, Bachelor

County of COOK

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 29th day of JULY 1991

Notarial Seal

Notary Public

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Amendment to Real Estate Contract/ LOAN MODIFICATION AGREEMENT

Amendment made this 29th day of July 1991, by and between Edward Schatte ("Seller") and John L. Kirkwood ("Purchaser").
(MORTGAGEE) (MORTGAGOR)

Recitals

- A. Seller and Purchaser have entered into a Real Estate Sale Contract dated May 28, 1991 ("Contract") for the sale and purchase of real estate commonly known as 2050 W. Webster, Chicago, IL ("Premises").
- B. THERE IS A SECOND FLOOR APARTMENT WITH AN UNDESIRED OCCUPANT
- C. Seller and purchaser desire to amend contract to provide for the eviction of the second floor OCCUPANT. SELLER SHALL EVICT THE SECOND FLOOR OCCUPANT AT HIS OWN COSTS. IF OCCUPANT HAS NOT VACATED THE BUILDING BY SEPTEMBER 1, 1991, THE FIRST PAYMENT OF THE MORTGAGE SHALL NOT BE PAID BY PURCHASER TO SELLER, UNTIL OCCUPANT HAS VACATED THE BUILDING AND TO THAT EXTENT, EACH DAY THE OCCUPANT IS IN POSSESSION PAST 8/31/91, PURCHASER SHALL HAVE ONE DAY INTEREST ABATED UNDER THE MORTGAGE.
- D. ~~Seller agrees to place \$4,000.00 in escrow with purchasers attorney for the purpose of protecting the premises against damage which may occur from the tenant prior to/during the eviction process. This money may be accessed by purchaser for the purposes of repairing the property. Seller and purchaser agree that the premises contain 4 bathrooms complete with toilet, bathtub, sink, and vanity. In the event that any of the bathroom items are removed by the tenant the purchaser will be allowed to access the escrow to replace the missing items.~~
- E. Seller agrees to indemnify purchaser against any legal actions/costs which may arise due to the eviction of the tenant and sale of the building.
- F. SELLER SHALL EXERT BEST EFFORTS TO VACATE THE SECOND FLOOR OCCUPANT FROM THE BUILDING BY 8/31/91

Edward Schatte
Edward Schatte ("Seller")

John L. Kirkwood
John L. Kirkwood ("Purchaser")

Sworn to before me by my hand and seal of the office of the Notary Public for the State of Illinois on this 29th day of July 1991.

Notary Public for the State of Illinois
My Commission Expires 11/28/92

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