

85608 C679



## TRUST DEED

A.T.G.F.  
BOX 370

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

2

THIS INDENTURE, made October 18 1991, between  
James P. Johnson, 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 \$56,000.00

Fifty-Six Thousand and no/100-----

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~REARER~~ Robert C. Johnson and Dorothy I. Johnson, jointly or the survivor of them

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 18, 1991 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: \$476.96

Four Hundred Seventy-Six and 96/100----- Dollars or more on the 1st day of December 1991, and Four Hundred Seventy-Six and 96/100----- 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 November, 2021. 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 fifteen per annum, and all of said principal and interest, being made payable at such banking house or trust company in Barrington 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 Robert & Dorothy Johnson 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 COUNTY OF AND STATE OF ILLINOIS, to wit:

DEPT-01 \$14.00  
 T#7777 TRAN 0929 11/05/91 09:24:00  
 #5231 G \*-91-579580  
 COOK COUNTY RECORDER

SEE ATTACHED LEGAL

COMMONLY KNOWN AS: 718 KILLARNEY, SCHAUMBURG, IL  
 PIN: 07-27-102-019-1375

91579380

There shall be no penalty for prepayment of the principal. This is an adjustable rate loan. The interest rate shall be adjusted annually on December 1st of each year, beginning December 1, 1992. The new interest rate shall be the prime rate as set forth in the Chicago Tribune on December 1st of each year, 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 \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

[ SEAL ] James P. Johnson [ SEAL ]

[ SEAL ] [ SEAL ]

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

who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the instrument, appeared before me this day in person and acknowledged that

"OFFICIAL" EDMUND J. WILSON signed, sealed and delivered the said Instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18<sup>th</sup> day of October, 1991

Edmund J. Wilson Notary Public

Notarial Seal

Form 807 Trust Deed — Individual Mortgagor — Secures One Instalment Note With Interest Included In Payment.  
 R. 11/75

**UNOFFICIAL COPY**

PLACE IN RECORDER'S OFFICE BOX NUMBER

Mr. Prospect, IL 60056

115 S. Emerson St.

MAIL TO:

ONE RIVERDALE STREETS OF ABOVE  
UNSECRET STREETS OF PROPERTY HERE

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

15. This Trust Deed and all provisions hereof, shall extend to and bind the heirs upon beneficiaries and all persons claiming under or through Non-Beneficiaries, and the word "Beneficiary" shall mean any person entitled to receive any sum paid under this Trust Deed.

16. The provisions of the "Trust Deed and Interests Act," of the State of Illinois shall be applicable to this trust deed.

14. Likewise my design is unique in the entire field of the Krocoder or Register of Titles in which this instrument shall have been recorded or filed, in case of the registration, inability or desire to do so for trustee, the thin Register of Deeds of the country in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the legal title, powers and authority as are herein given to trustee.

13. Under section 10(1)(b) of the Income Tax Act, the term "business" includes any trade or profession carried on by a person for gain or profit.

12. Turner has now only to examine the title, location, existence of or return on his promises, and if necessary to record the title.

10. No action for the infringement of the right in or of any publication which would not be good and available to the party infringing same in section 21 of any provision of the law shall be possible.

11. The trustee of the board shall have the right to inspect the premises and access thereto shall be permitted for the purpose.

9. Upon, or at any time after the filing of a bill to enforce a judgment, a creditor may present a writ of execution to the sheriff to collect the amount due him.

8. The proceeds of any forcible sale of the premises, as well as the difference between the original price and the amount realized on the note, any overplus to mortgagees, other heirs, legatees, and expenses incident to the sale, shall be distributed among the heirs under the terms hereof.

comparisons of any kind, either as part of the preparation for the delivery of a speech or for the preparation of any document, whether it be a speech, a memorandum, a letter, a report, a circular, a pamphlet, or a book, or for any other purpose, shall be liable to a fine not exceeding £1,000.

of regeneration necessary to restore the water body to its state of equilibrium. The water body can be considered as a system consisting of a number of components which interact with each other.

marking payment of any amount or principal or interest on the note, or (b) when detailed shall occur and continue for three days in this period, the trustee may terminate the power of attorney of the debtor to make payments to the trustee.

so according to my way, wherein I have the opportunity now to do what I can do.

encountering this issue is dead, it may, otherwise the premium will take its fairly high incidence of losses of the premiums never be matched by the income which can only be derived from the investment in the insurance.

rebuttalized from any tax base to one that is not correlated with individual income, such as property taxes or inheritance taxes.

tenement policies not based on race or ethnicity, despite the geographic differences of expansion.

holders of the bonds; (d) companies which have issued or outstanding bonds or debentures of municipalities or districts; (e) companies which have issued or outstanding bonds or debentures of cities, towns, or villages; (f) make no  
municipal obligations of law or authority except as required by law or municipal ordinances with which they happen to be connected; (g) companies which have issued or outstanding bonds or debentures of counties or districts.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS LEAFLET DECODED).

# UNOFFICIAL COPY

## LEGAL DESCRIPTION:

UNIT 2A, 718 KILLARNEY COURT OF LAKEWOOD CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF A PART OF LOT 16131 IN SECTION 2, WEATHERSFIELD UNIT 16, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 30, 1979 AND KNOWN AS TRUST NUMBER 46856, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25252295; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURtenant TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

PERMANENT INDEX NO. 07-27-102-019-1375  
COMMONLY KNOWN AS: 718 KILLARNEY, SCHAUMBURG, IL.

91379386

# UNOFFICIAL COPY

MAIL TO: EDMUND J. WOHLMUTH  
ATTORNEY AT LAW  
115 S. EMERSON ST.  
MT. PROSPECT, IL. 60056

08/08/04  
08/08/04