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TRUST DEED

A.T.G.F. BOX 370

CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 18 19 91, 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 BEARRR 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 AND STATE OF ILLINOIS, to wit:

DEPT-01 \$14.00 177777 TRAN 0929 11/05/91 09:24:00 #5231 & G, * - 91-579380 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, in ducting (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. James P. Johnson [SEAL]

STATE OF ILLINOIS, I, undersigned 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 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 18th day of October 1991. Notary Public

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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.

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

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