

UNOFFICIAL COPY



THIS INDENTURE, made October 31, 1991 19 , between Marcus C. Pomeroy and Nancy L. Pomeroy

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 holder or 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 One Hundred Thousand and 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER or North Shore Baptist Church or its assigns and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 31, 1991 on the balance of principal remaining from time to time unpaid at the rate of 8.50 per cent per annum in instalments as follows:

\$184.74 Dollars on the 1st day of December 19 91 and \$984.74 Dollars 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 31st day of October 2006 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago 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 North Shore Baptist Church in said City, Chicago, Illinois

IN WITNESS WHEREOF 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.

LOTS 1341 AND 1342 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 4, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.00

c/n/a 5415 North Franciaco, Chicago, Illinois PIN # 13-12-111-002 and 13-12-111-001

which, with the property hereinafter described, is referred to herein as the "premises." (1) ALL THAT with all improvements, tenements, covenants, 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 alleged to be situated on and in and partly with said real estate and not heretofore, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration including single units or centrally controlled, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, under beds, awnings, clothes 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 added to 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, 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, or of any said rights and benefits the Mortgagors do hereby expressly release and waive.

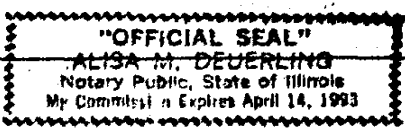
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written. Marcus C. Pomeroy [SEAL] Nancy L. Pomeroy [SEAL]

STATE OF ILLINOIS County of Cook I, ALISA M. DEUERLING, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marcus C. Pomeroy and Nancy L. Pomeroy his wife

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 signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 30th day of October, A.D. 1991



Alisa M. Deuerling Notary Public

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