



TRUST DEED

765026

UNOFFICIAL COPY

91001511

CITY OF

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 14, 1990 between DEBORAH D. PETERS

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FORTY THOUSAND AND

NO/100 (\$40,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum/and interest from on the balance of principal remaining from time to time unpaid at the rate of percent per annum in installments (including principal and interest) as follows:

Dollars or more on the day of the month and thereafter until said note is fully paid except that the final payment of principal and interest, if not made, shall be due on the day of 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 installment unless paid when due shall bear interest at the rate of EIGHT (8%) 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 DARREL PETERS 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 \$40,000.00 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 VILLAGE OF PALATINE, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Unit No. 3005-2, in the Harvest Run Condominium, as delineated on the survey of the following described real estate, a part of Harvest Run Subdivision, being a part of the North West 1/4 of the South East 1/4 of Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 88476474 together with its undivided percentage of interest in the common elements in Cook County, Illinois. Commonly known as 1312 Evergreen, Palatine, IL 60067; PIN: 02-12-400-046-1018

In the event the premises described herein is sold or any interest therein transferred or otherwise disposed of, without the prior written consent of the Holder of the Note secured by this Trust Deed, the entire principal balance shall immediately become due and payable at the option of the Holder.

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 pari passu 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 unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, their coverings, radiator beds, airways, stove 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 Law 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]

Deborah D. Peters DEBORAH D. PETERS

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS,

I, the undersigned,

SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

County of COOK

THAT DEBORAH D. PETERS

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 she signed, sealed and delivered the said instrument as her free and

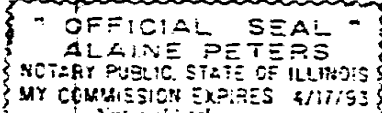
act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

17th day of October 1990

Alaine Peters

Notary Public



91001511

UNOFFICIAL COPY

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

CHICAGO TITLE AND TRUST COMPANY
 Identification No. 765026
 ATTORNEY'S SIGNATURE AND SEAL
 DEED IS FILED FOR RECORD.
 LENDER THE INSTANT NOTE SIGNED BY THE
 AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST

1. Mortgages shall keep all buildings and improvements now or hereafter situated on said insured insured premises in good condition and repair, and the holder of the note shall be responsible for the same. The holder of the note shall be responsible for the same. The holder of the note shall be responsible for the same.

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