TRUST DEED

Deliver To
Recorder's Office

UNOFFICIAL COPY

9 1 1 6 7 4 0 0 **91167400**

-91-167400

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 14, 19 90, between LOUIS L. KIERNAN AND ANNE M. KIERNAN, HIS WIFE, herein referred to as "Mortgagor", and

-91-167400

HYDE PARK BANK 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 this Note, in the principal sum of

Twenty thousand and 00/100----------($20,000.00) Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to

Hyde Park Bank and Trust Company
and delivered, in and by which said Note the Mortgagors promise to pay

Interest only for two months (payments due December 14, 1990 and January 14, 1991 then, 24 monthly installments of $416.66 each, plus interest beginning February 14, 1991 and on the same date of each month thereafter; and a final installment of the remaining principal balance on January 14, 1993 with interest at the rate of two percent (2%) over prime per annum payable monthly on the principal balance remaining from time to time unpaid.

91167400

. 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 p + 2 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 HYDE PARK BANK AND TRUST COMPANY in said City,

NOW, THEREFORE, the Mortgagors to secure 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 Cook AND STATE OF ILLINOIS,
to wit:

UNIT NO. 1365-1 IN 5200 DORCHESTER CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
LOTS 1,4 AND 5 AND THE WESTERLY 32 FEET OF LOT 6 IN BLOCK 23 IN KIMBARK'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DELCARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27369338 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.
THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.
PIN NO. 20-11-409-030-1025 COMMONLY KNOWN AS: 1365 E. 52nd Street, Unit 1 Chicago, IL 60615

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 covering, 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 the page and on page two (the reverse side of this page) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

RECORDING $13.29
T#3333 TRAN 8246 04/12/91 12:52:00
#2278 # B #-91-167400
COOK COUNTY RECORDER

WITNESS the hand____ and seal____ of Mortgagor the day and year first above written.

Louis L Kiernan (SEAL)
LOUIS L. KIERNAN

Anne M. Kiernan (SEAL)
ANNE M. KIERNAN

(SEAL)

(SEAL)

STATE OF ILLINOIS,
County of Cook } ss. I, DONNA J. SEDLAK
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
LOUIS L. KIERNAN AND ANNE M. KIERNAN
whose personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR 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 14th day of December A.D. 1990

Donna J Sedlak
Notary Public

OFFICIAL SEAL
DONNA J. SEDLAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/14/91

4-5-12-1D

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* Prime + 2%

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14. [illegible]

15. [illegible]

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IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. ....

HYDE PARK BANK AND TRUST COMPANY

by ....

Assistant Vice President

Assistant Secretary

DELIVERY

NAME: Hyde Park Bank & Trust Company

STREET: 1525 E. 53rd Street

CITY: Chicago, IL 60615

Attn: Shelly Dugan

OR

INSTRUCTIONS: After Recording, please return to above address.

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1365 E. 52nd Street Unit 1

Chicago, IL 60615