



UNOFFICIAL COPY

TRUST DEED

THIS DOCUMENT PREPARED BY
SANTE DE PACE
FOR FIRST SECURITY TRUST &
SAVINGS BANK 7315 W. GRAND
ELMWOOD PARK, IL. 60635 TTC 7

Doc 33 92508192
770371

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MAY 27, 19 92, between JAMES J. MORROW, DIVORCED AND NOT SINCE RE-MARRIED

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

-----SEVENTY 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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from DATE OF DISBURSEMENT on the balance of principal remaining from time to time unpaid at the rate of 9.0 per cent per annum in instalments (including principal and interest) as follows:

FIVE HUNDRED SIXTY THREE AND 25/100----- Dollars or more on the 1ST day of AUGUST 19 92 and FIVE HUNDRED SIXTY THREE AND 25/100----- 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 JULY, 2022. 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 9.0 per annum, and all of said principal and interest being made payable at such banking house or trust company in ELMWOOD PARK 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 FIRST SECURITY TRUST & SAV. BANK in said City.

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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 VILLAGE OF ARLINGTON HEIGHTS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT 1710-3 IN PARK PLACE CONDOMINIUM AS DEMONSTRATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THAT PART OF LOT 2 IN ARLINGTON COMMONS, BEING A REBURDIVISION OF THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON JUNE 8, 1983 AS DOCUMENT LR3311732 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR3468377, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.
COMMONLY KNOWN AS: 1710 S. ARLINGTON HEIGHTS RD.#3A, ARLINGTON HEIGHTS, ILLINOIS 60005

PERMANENT INDEX NUMBER: 08-09-400-070-1003.
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, inlaid 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 J. Morrow [SEAL]
JAMES J. MORROW [SEAL]

DEPT. 11 RECORD. T
187777 TRAN 9913 07/13/92 09:11:00 \$23.00
45021-3-92-5108192
COOK COUNTY RECORDER [SEAL]

STATE OF ILLINOIS, } I, JEFFREY L. GONSIIEWSKI
County of COOK } ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES J. MORROW, DIVORCED AND NOT SINCE RE-MARRIED

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 HE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.
Notary Public, State of Illinois
My Commission Expires 6/24/95 Given under my hand and Notarial Seal this 27TH day of MAY 19 92.

Notarial Seal
Jeffrey L. Gonsiewski [Signature]
Notary Public

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

CHICAGO TITLE AND TRUST COMPANY, Trustee. By *[Signature]* Assistant Vice President

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, whose the lender is required by law to have insured under a policy providing for payment of the full amount of the insured value of the premises, and (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for or against the premises, and (c) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for or against the premises, and (d) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for or against the premises, and (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.