



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 21 1992 between William A. Ayars, married and Robert H. Goedke, Jr., 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 Twenty-seven Thousand and no/100

(\$27,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

***** JOSEPH E. DROLL and JOYCE P. DROLL *****

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 21st, 1992 on the balance of principal remaining from time to time unpaid at the rate of (9.5) percent per annum in instalments (including principal and interest) as follows: Two Hundred Twenty-seven and 03/100

(\$227.03) Dollars or more on the 1st day of November 1992, and (\$227.03) Dollars or more on the first 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 first day of September 1995 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 (12) per annum, and all of said principal and interest being made payable at such banking house or trust company in Schaumburg Illinois, as the holder of the note may, from time to time in writing appoint, and in absence of such appointment, then at the office of ARTHUR W. WENZEL in said City, Schaumburg.

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, state, line and being the Village of Schaumburg COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Commonly known as: 151 Pickwick, Schaumburg, Illinois

See attached for legal description and rider made a part hereof.

MAIL TO + Prepared by: Arthur W. Wenzel Attorney at Law 600 N. Meacham Road, Suite 301 Schaumburg, IL 60173

This is non-homestead property.

which, with the property hereinafter described, is referred to herein as the "premises," Schaumburg, IL 60173 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, of 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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including walls, partitions, screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and range hoods. 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 any similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered a 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 set forth in 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

William A. Ayars [SEAL]

Robert H. Goedke, Jr. [SEAL]

STATE OF ILLINOIS,

I, the undersigned

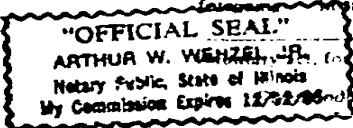
County of Cook } SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William A. Ayars, married and Robert H. Goedke, Jr.,

married who personally known to me to be the same person as 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

for the uses and purposes therein set forth



21st day of Sept 1992 [Signature]

Notarial Seal

321028363

COOK COUNTY RECORDER 92746613

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Legal Description:

PARCEL 1:

THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMENCING ON THE WEST LINE OF SAID LOT 18254 AT A POINT 418.39 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 18254: THENCE EAST 95.54 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED: (FOR THE PURPOSES OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 18254 IS TAKEN AS NORTH AND SOUTH) THENCE NORTH 51.84 FEET; THENCE EAST 49.00 FEET; THENCE SOUTH 1.83 FEET; THENCE WEST 6.00 FEET; THENCE SOUTH 50.01 FEET; THENCE WEST 43.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS DATED MARCH 9, 1978 AND RECORDED MARCH 31, 1978 AS DOCUMENT NO. 24384493 AND AS CREATED BY DEED FROM FIRST NATIONAL BANK OF DES PLAINES, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 17, 1977 AND KNOWN AS TRUST NO. 74201807 TO HARRIET TEDRAHN DATED DECEMBER 5, 1978 AND RECORDED JANUARY 10, 1979 AS DOCUMENT NO. 24796191 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-27-302-036

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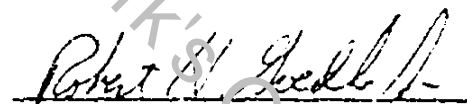
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RIDER TO NOTE AND MORTGAGE
DATED: SEPTEMBER 21, 1992
1173 DICKENS WAY
SCHAUMBURG, IL 60194

1. Purchaser may make a full or partial repayment without paying any prepayment charge or penalty.
2. Payments not received by the tenth of the month shall bear a penalty of 6% of the total monthly payment. Failure to pay a late charge when due shall be considered a default.
3. This obligation is not assumable or transferrable. If all or any part of the property or any interest in it is sold or transferred including conveyance into an Illinois land trust without note holder's prior written consent, note holder may, at its option, call the note immediately due and payable in full.
4. If a notice of acceleration is required, the notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which mortgagor must pay all sums secured by this security instrument. If mortgagor fails to pay these sums prior to the expiration of this period, note holder may invoke any remedies permitted by this security instrument without further notice or demand on mortgagor.
5. Any and all terms of the note shall be considered as terms of the mortgage and any and terms of the mortgage shall be considered as terms of the note.


WILLIAM A. AYARS


ROBERT H. GOEDE, JR.

notmort.rdr

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