



UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 6, 1992, between M. Theodore Heinecken, a/k/a M.T. Heinecken and Gisela E. Heinecken, His Wife

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 ONE HUNDRED FIFTY THOUSAND and No/100 Dollars (\$150,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BANKERS MANUFACTURERS BANK, 1200 N. Ashland Ave., Chicago, Ill. 60622

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 10 1992 on the balance of principal remaining from time to time unpaid at the rate of 8.50% percent per annum in instalments (including principal and interest) as follows: One Thousand

Two Hundred Seven and 90/100 - - (\$1,267.90) Dollars or more on the 6th day of August 1992 and One Thousand Two Hundred Seven and 90/100 (\$1,207.90) Dollars or more on the 6th 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 6th day of July, 1997. 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 8.50% per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Manufacturers Bank 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 Mortgage 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, to wit:

Lots 38 and 39 in Charles Hull's Subdivision of Block 52 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

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which, with the property hereinafter described, is referred to herein as the "premises"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, belongings, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which are pledged, granted, and conveyed to said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein, in, on, over, under, on, upon, through, by, with, and conditioning, water, light, power, refrigeration, whether single units or centrally, and ducts, and ventilation, heating, cooling, air conditioning, air conditioning, window shades, storm doors and awnings, fire coverage, and other buildings, fixtures and appurtenances. 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 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 set forth in the said trust 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 S and seal S of Mortgagors the day and year first above written.

M. Theodore Heinecken (SEAL)

Gisela E. Heinecken (SEAL)

STATE OF ILLINOIS

Irene Ford

County of Cook

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

THAT M. Theodore Heinecken, a/k/a M.T. Heinecken and Gisela E. Heinecken, His Wife

wh personally known to me to be the same person S whose name S subscribed to the

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

in and under my hand and Notarial Seal this 6th day of July 1992

Irene Ford Notary Public

OFFICIAL SEAL IRENE FORD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-10-1994

Notarial Seal

