

UNOFFICIAL COPY

TRUST DEED

772735

92969967

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 22, 1992, between

Joseph P. McDonough married to Carole McDonough

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 Fifty 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~~ Wilma Thinschmidt

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 22, 1992 on the balance of principal remaining from time to time unpaid at the rate of 7% per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Eighty and 55/100-----Dollars or more on the 1st day of January 1993 and Five Hundred Eighty and 55/100-----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 December 2002. 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% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Ridge 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 Wilma Thinschmidt 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 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 Chicago Ridge COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 37 IN WARREN J. PETER'S RIDGELAND GARDEN SUBDIVISION OF THE WEST 7/8THS OF THE NORTH 3/4THS OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N.: 24-27-418-015-0000

COMMONLY KNOWN AS: 10930 South Parkside, Chicago Ridge, Illinois 60415

DEPT-11 RECORD TOR \$25.50
72222 TRAN 3012 12/23/92 1412100
5760 * 92-969967
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises," 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, 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 page 2 (the reverse side of this trust deed) and a Rider attached hereto 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.

Joseph P. McDonough [SEAL] Joseph P. McDonough [SEAL]

STATE OF ILLINOIS,

I, Annette Lynn Faley

County of Cook

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph P. McDonough, married to Carole McDonough

who 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

" OFFICIAL VOLUNTARY Act, for the uses and purposes therein set forth.

ANNETTE LYNN FALEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/93

my hand and Notarial Seal this 22 day of December 19 92

Notary Public

Notarial Seal

THIS MORTGAGE IS A JUNIOR MORTGAGE

92969967

825.50

UNOFFICIAL COPY

MAIL TO:

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

10930 S. Darkling

Chicago, Ill 60615

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Trustee

Identification No. 222235

Assistant Secretary (American Title System)

17. One page rider attached hereto is incorporated herein and made a part of this

Trust Deed. The provisions of the Trust and Trustee Act of 1916 shall be applicable to this Trust Deed

18. Before releasing this Trust Deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when

such successor trustee may accept as the genuine note herein described with the description herein contained of the note and which purports to be placed

thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be

executed by the person herein designated as the maker thereof, and where the release is requested in the original note and it has never

been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee,

person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representation, and all indebtedness hereby

indebtedness secured by this Trust Deed and Trustee may execute and deliver a release hereon to and at the request of any

indubitable evidence that all indebtedness secured by this Trust Deed and the lien thereof by proper maintenance upon presentation of satisfactory evidence that all

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19. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and

available to the party interposing same in an action at law upon the note hereby secured.

20. The action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and

available to the party interposing same in an action at law upon the note hereby secured.

21. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be

permitted for that purpose.

22. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the

signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this Trust

deed or to execute any power herein given expressly obligated by the terms hereof, nor be liable for any act or omission hereunder,

except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities

in addition to those herein provided for its own protection.

23. Trustee shall release this Trust Deed and the lien thereof by proper maintenance upon presentation of satisfactory evidence that all

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10930 S. Darkling

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Chlorine
James H. Brown
James H. Brown

Property of Cook County Clerk's Office

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