



# UNOFFICIAL COPY

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**TRUST DEED**

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

**THIS INDENTURE**, made

**January 8, 1992** between

**DONICE PANNELLS, Divorced and not remarried**

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 \$192,446.00

One Hundred Ninety Two Thousand Four Hundred Forty Six and 00/100 \*\*\*\*\* Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER or REGENT INVESTMENT INC. an Illinois Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from January 8, 1992 on the balance of principal remaining from time to time unpaid at the rate of 12 percent per annum in instalments (including principal and interest) as follows: \$3,397.19

Three Thousand Three Hundred Ninety Seven and 19/100 \*\*\*\* Dollars or more on the 8th day of February 1992, and Three Thousand Three Hundred Ninety Seven & 19/100 Dollars or more on the 8th 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 8th day of January, 1999. 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 15 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 Regent Investment Inc. 205 W Randolph St #1320 Chicago, IL 60606 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Lots 23 in Block 7 in George A. Seavern's Sub-

division in the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 40 North, Range 13 Lying East of the Third Principal Meridian in Cook County, Illinois, which with the property hereinafter described, is referred to herein as the "premises."

In the event the Mortgagor shall in any manner, sell, assign, transfer, mortgage or otherwise encumber the underlying property which is the subject of this trust deed, the note of even date herewith, shall immediately become due and payable.

Notwithstanding anything contained herein to the contrary, and in addition to the monthly payment of principal and interest, the Mortgagor agrees to establish and maintain with Regent Investment Inc., as escrowee, a real estate tax and insurance escrow, payable monthly in the amount of 1/12 of the annual real estate tax bill and 1/12 of the annual fire, liability and dram shop insurance bills on the "premises." 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 payable 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, indoor 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 hereinafter 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.

[ SEAL ]

[ SEAL ]

DONICE PANNELLS

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

{ SS.

1. Rosemary K. Smith

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

DONICE PANNELLS Divorced and not remarried

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 she \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ her \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

Gives under my hand and Notarial Seal this 8th day of January 1992.

ROSEMARY K. SMITH

Notary Public, State of Illinois  
Notarial Seal Expires 9/1/93

For \_\_\_\_\_, the Mortgagor — Secures One Instalment Note with Interest Included in Payment.

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