

UNOFFICIAL COPY

TRUST DEED

93401002

774651

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 16, 19 93, between JOHN JOHNSON and

KELLY JOHNSON, 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 THIRTY FIVE THOUSAND AND NO/100-----(\$135,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BRUCE~~ Bruce Pearson or Carol M. Pearson

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

One Thousand Eighty-Six and 24/100-----(\$1,086.24)--- Dollars or more on the 1st day of June 19 93, and One Thousand Eighty-Six and 24/100-----(\$1,086.24) 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 May 2023. 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 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 Bruce Pearson or Carol M. Pearson 5801 N. Ottawa, Chicago, Ill. 60631

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:

LOT 36 IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS FIRST ADDITION, A RESUBDIVISION OF SCHORSCH BEGS. IRVING PARK BOULEVARD GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 155 FEET THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-20-107-018

DEPT-01 RECORDING 925.50
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COOK COUNTY RECORDER

RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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, 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 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 93401002
[Signature] [SEAL] [Signature] [SEAL]
JOHN JOHNSON [SEAL] KELLY JOHNSON [SEAL]

STATE OF ILLINOIS,

County of Cook

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Johnson and Kelly Johnson, his wife

who ~~are~~ personally known to me to be the same person(s) whose names subscribed to the foregoing 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.

Given under my hand and Notarial Seal this 16th day of APRIL 19 93

[Signature] Notary Public

Notarial Seal

PREPARED BY: Marshal P. Morris, Ltd. 180 N. LaSalle, Suite 2416 Chicago, IL 60601

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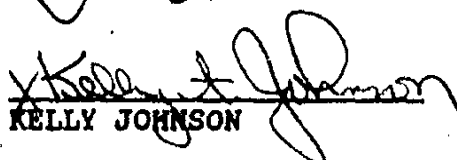
R I D E R

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED AND INSTALLMENT NOTE DATED APRIL 16, 1993, FROM JOHN JOHNSON AND KELLY JOHNSON, HIS WIFE, TO CHICAGO AND TRUST COMPANY, AS TRUSTEE FOR MORTGAGEE.

1. The undersigned covenants and agrees that they will not transfer or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises to any third party, without the advance written consent of the holder of this Note, and further that in the event of any such transfer by the undersigned without the advance written consent of the holder of this Note, said holder may, in its or their sole discretion and without notice, declare the whole of the debts hereby immediately due and payable. Any assumption agreed to in writing by owner and holder shall not constitute release of mortgagor.
2. The undersigned shall have the right to prepay this indebtedness at any time, in whole without payment of any premium or penalty whatsoever.
3. Notwithstanding the aforementioned provisions, the mortgagor shall be allowed a ten day grace period on the monthly installment. If payment is not received on the tenth day of the date due, a ten (10%) percent penalty of the amount then due shall be assessed and due with said payment. Any penalty not paid shall continue to accrue till paid. The amount due shall be construed to mean the monthly payment.
4. The maker hereof hereby agrees to deposit monthly with the holder of this mortgage and note, a sum equal to 1/12th of the annual real estate taxes and insurance at the option of lender.
5. The maker hereof shall maintain in full force and effect a policy of insurance in an amount no less than \$135,000.00 for fire and extended coverage with liability coverage for \$300,000.00 with a Mortgage clause to Chicago Title and Trust Company as Trustee for Mortgagee; the policy to provide for a minimum of (10) Ten days notice to owner and holder in the event of cancellation. The original of the insurance policy and evidence of payment of premium shall be deposited with owner and holder of this indebtedness a minimum of twenty (20) days before the expiration of the prior policy. The first policy to be delivered upon the payout on this mortgage.

ACCEPTED:


JOHN JOHNSON


KELLY JOHNSON

93401002

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SECRET

THIS DOCUMENT CONTAINS INFORMATION OF A CONFIDENTIAL NATURE AND IS INTENDED FOR THE USE OF THE PERSONNEL OF THE NATIONAL SECURITY AGENCY AND THE PERSONNEL OF THE DEPARTMENT OF DEFENSE ONLY. IT IS TO BE KEPT SECRET AND NOT DISCLOSED TO ANY OTHER PERSON OR ORGANIZATION WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE NATIONAL SECURITY AGENCY.

The information contained in this document is classified "Secret" because its disclosure could result in the identification of sources, methods, or operations of the intelligence community, and thus be of substantial value to the national defense. This information is intended for the use of the personnel of the National Security Agency and the personnel of the Department of Defense only. It is to be kept secret and not disclosed to any other person or organization without the express written permission of the National Security Agency.

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