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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

2791

THIS INDENTURE, made August 24
Phillip O'Brien

19 93, between Lynn Florsheim O'Brien and

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, ~~XXXX~~ principal sum of _____ in an aggregate

Four Hundred Thousand and No/100----- Dollars, evidenced by ~~the~~ certain Instalment Note^s of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note^s the Mortgagors promise to pay the said principal sum and interest from September 1, 1993 on the balance of principal remaining from time to time unpaid, at the rate of 5.19 percent per annum in instalments (including principal and interest) as follows: under each note

One Thousand Ninety-six and 98/100----- Dollars or more on the 1st day of October 19 93 and One Thousand Ninety-six and 98/100----- 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 31st day of August, 1998. All such payments on account of the indebtedness evidenced by said note^s 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 8.19 percent 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 Levin & Funkhouser, Ltd. 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:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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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 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, 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) 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 seals of Mortgagors the day and year first above written.

_____| SEAL | Lynn Florsheim O'Brien | SEAL |
_____| SEAL | Phillip O'Brien | SEAL |

STATE OF ILLINOIS,

County of _____

I, Marilyn J. Pertogen
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Lynn Florsheim O'Brien and Phillip O'Brien
who personally known to me to be the same persons whose name I 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.

OFFICIAL SEAL
MARILYN J. PERTOGEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/7/94

Notary Public hand and Notarial Seal this 23rd day of August 19 93
Marilyn J. Pertogen Notary Public

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Due on Sale. If all or any part of the premises or any interest in it is sold or transferred without the Trustee's prior written consent, the Trustee may, at its option, require immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised by the Trustee if exercise is prohibited by federal law as of the date of this trust deed.

If Trustee exercises this option, Trustee shall give Mortgagor notice of acceleration. 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 trust deed. If Mortgagor fails to pay these sums prior to the expiration of this period, the Trustee may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagor.

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EXHIBIT A
LEGAL DESCRIPTION

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LOT 11 IN MAUD AVENUE 3RD RESUBDIVISION, BEING A RESUBDIVISION OF THE NORTHEASTERLY 22 FEET LOT 47 AND LOTS 48 TO 56 AND THAT PART OF LOT 57 THAT LIES SOUTHEASTERLY OF A LINE DRAWN PERPENDICULAR TO THE NORTHEASTERLY LINE OF LOT 57 THROUGH A POINT THEREIN 184.50 FEET SOUTHEASTERLY OF THE MOST EASTERLY CORNER OF LOT 65 ALL IN HAPGOODS SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELDS ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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