

TRUST DEED

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MAIL TO: A. T. G. F. BOX 370

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 30, 19 93, between Thomas Froelich and Anna Froelich, 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 Eighty three thousand and no/100(\$83,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BRARBR Dollars,

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of closing on the balance of principal remaining from time to time unpaid at the rate of 7.5 percent per annum in instalments (including principal and interest) as follows:

Six hundred sixty eight and 65/100 (\$668.65) Dollars or more on the 1st day of September 19 93, and Six hundred sixty eight and 65/100 (\$668.65) 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 August, 2013. 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 10% per annum, and all said principal and interest being made payable at such banking house or trust company in Villa Park 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 L. Van Zyl 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 Schaumburg COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal description and Rider attached hereto and made part hereof by reference.

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DEPT-01 RECORDINGS 126.00
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#3455 # 4-73-837359
COOK COUNTY RECORDER

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 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 seal of Mortgagors the day and year first above written.
Thomas Froelich [SEAL] Anna Froelich [SEAL]

STATE OF ILLINOIS, I, MARY SCHULMAN
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas Froelich and Anna Froelich, his wife

who ARE personally known to me to be the same person as whose name as ARE 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" MARY SCHULMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/18/97

Notary Public this 30th day of July 19 93. Mary Schulman



# UNOFFICIAL COPY

UNIT 802 IN NANTUCKET COVE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY (CONDOMINIUM) OF THE FOLLOWING-DESCRIBED PARCEL OF REAL ESTATE: CERTAIN LOTS AND BLOCKS IN SUBDIVISIONS IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26 AND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR NANTUCKET COVE, AS HERETOFORE OR HEREAFTER AMENDED FROM TIME TO TIME, EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 47172, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22957844, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

**Parcel 2:**

EASEMENT FOR INGRESS AND EGRESS, FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, RECORDED AS DOCUMENT NUMBER 22957843, IN COOK COUNTY, ILLINOIS.

Tax I.D. # 07-26-302-055-1194

Address: 272 Nantucket harbor, Schaumburg, Illinois 60193

**RIDER:**

This Trust Deed is given as evidence of and to secure payment of part of the purchase price of the property hereinbefore described.

In addition to the payment of principal and interest provided for by the terms of the note secured hereby, the undersigned, further agree to deposit monthly with the holder hereof, a sum equal to 1/12th of the estimated annual real estate taxes. In the event: there is not a sufficient amount so deposited to pay real estate taxes when due, the undersigned hereby agree to deposit the sum necessary to pay such real estate taxes in full prior to the due date thereof. Further, the undersigned hereby agree to pay on or before the due date thereof, any and all assessments and other charges assessed against the subject property pursuant to the Condominium Declaration of record.

In addition the undersigned agree that in the event of a sale or other conveyance of the property hereinabove described, the indebtedness secured hereby shall thereupon immediately become due and payable.

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