

## UNOFFICIAL COPY

93945003

## TRUST DEED

COOK COUNTY, ILLINOIS

NOTARY PUBLIC RECORD

1993 NOV 13 PM 2:09

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 16,  
Single, Never Married

1993, between David A. Zihlman,

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 and Fifty-Five Thousand Dollars and No/100 (\$155,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Dorothy E. Zihlman

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1993 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:

Nine Hundred and Sixty-Eight Dollars and 75/100 (\$968.75) ~~Dollars or more on the 1st day of December 1993, and Nine Hundred and Sixty-Eight Dollars and 75/100 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, 2003. 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 \_\_\_\_\_ per annum, and all of said principal and interest being made payable at such banking house or trust company in \_\_\_\_\_ Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Dorothy Zihlman, 1 Green Meadows in said City, Indian Head, Md 20644.~~

25  
JN

~~through November 30, 2003 with~~

Ct.

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 Attached Exhibit A.

\*\* In the event the property secured hereunder is transferred or sold the entire balance of accrued interest and principal shall be due and payable at the option of the note holder.

The note holder, without notice to the trustee designated herein, may substitute trustees by recording an election of substitution in the land records of Cook County, Illinois.

Prepared by:

George E. Andrews

PC PROB 690  
Landlord Maryland 20604-0696

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, major 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.

*David A. Zihlman* [ SEAL ] [ SEAL ]  
 [ SEAL ] [ SEAL ]

STATE OF ILLINOIS, { SS. I, GALEENAH TANCO, notary  
County of COOK } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT DAVID A. ZIHLMAN

who is 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 voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of November, 1993.

Notary Public

"OFFICIAL SEAL"  
Gregory Jaroszewski  
Notary Public, State of Illinois  
My Commission Expires Feb. 9, 1997

Notary Seal

COOPERS



# UNOFFICIAL COPY

CHICAGO

9 3 0 4 0 0 0

## Property Description

177 N. Ada Street  
PIN NUMBER: 17-08-325-002  
17-08-325-003

LOTS 6, 7 AND 8 (EXCEPT THAT PART OF LOT 8 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 4 EXTENDED SOUTH AND EXCEPT THE NORTH 0.41 FEET OF LOT 8 LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 4 EXTENDED SOUTH) ALL BEING IN ASSESSOR'S DIVISION OF LOTS 5 TO 8 IN BLOCK 1 IN SAWYER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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