

UNOFFICIAL COPY

TRUST DEED

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EA 777164

CTTC

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made October 21, 1993 between VERA KARATOSIC and DANIEL KARATOSIC

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 jointly 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 FIFTEEN THOUSAND and No/100 (\$15,000.00)

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

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 21, 1993 on the balance of principal remaining from time to time unpaid at the rate of ten (10%) per annum in instalments (including principal and interest) as follows:

FORTY FIVE and 11/100 (\$45.21) Dollars or more on the 1st day of November 1993 and SIX HUNDRED NINETY-TWO and 18/100 (\$692.18) 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 November, 1995. 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 twelve (12%) per annum, and all 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 Robert J. Di Silvestro in said City, 3800 N. Austin Avenue, Chicago, Illinois 60634.

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, situated, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED FOR LEGAL DESCRIPTION AND ADDITIONAL TERMS.

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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 thereon for so long and during all such times as Mortgagors may be entitled thereto who 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 but not 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 party, as well as for the use and trusts herein set forth, to the said rights and benefits under and by virtue of the Illinois Real Estate Exemption Laws. The State claim is waived, said rights and benefits by the Mortgagors 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

Vera Karatosic VERA KARATOSIC

Daniel Karatosic DANIEL KARATOSIC

STATE OF ILLINOIS

I, Robert J. Di Silvestro

County of Cook

a Notary Public in and for and residing in said County, in the State of said, DO HEREBY CERTIFY THAT VERA KARATOSIC and DANIEL KARATOSIC

who are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the day on which the foregoing instrument was signed, sealed and delivered to me, and they acknowledged to me that they executed the foregoing instrument as their voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of October 1993



Robert J. Di Silvestro Notary Public

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PARCEL A:

UNIT NO. 2216, 535 NORTH MICHIGAN AVENUE CONDOMINIUM AS DELINEATED ON THE SURVEY OF A PORTION OF THE FOLLOWING PROPERTY (COLLECTIVELY REFERRED TO AS "PARCEL A"):

PARCEL 1:

LOT 7 IN ASSESSOR'S DIVISION OF THE SOUTH HALF AND THE EAST 100 FEET OF THE NORTH HALF OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 8 AND 9 IN ASSESSOR'S DIVISION OF THE SOUTH HALF AND THE EAST 100 FEET OF THE NORTH HALF OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 7 IN W. L. NEWBERRY'S SUBDIVISION OF THE NORTH 110 FEET OF THE WEST 200 FEET OF BLOCKS 21 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE TRIANGULAR SHADY PART OF THE EAST AND WEST PUBLIC ALLEY LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 7, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 7, EXTENDED EAST, IN SAID NEWBERRY'S SUBDIVISION, BEING THAT PORTION OF SAID ALLEY VACATED BY ORDINANCE PASSED OCTOBER 11, 1961 AND RECORDED NOVEMBER 1, 1961 AS DOCUMENT 18318484, ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25390228 AND FILED AS DOCUMENT NO. 3137574, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM.

PARCEL B:

EASEMENTS FOR THE BENEFIT OF PARCEL A FOR INGRESS, EGRESS AND SUPPORT AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 15, 1979 AND RECORDED DECEMBER 28, 1979 AS DOCUMENT NO. 25298696 AND FILED AS DOCUMENT NO. 3138565.

P.I.N.: 17-10-122-022-1309

Address: 535 N. Michigan Avenue, #2216 Chicago, Illinois 60611

The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time whatsoever without the payment of any premium or penalty.

The Mortgagor further covenants not to permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation, or trust; and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payment by the holder shall not be a waiver of its right to demand immediate payment.

Mortgagor shall furnish holder within 60 days after the due date of each installment of the annual taxes and assessments levied against the mortgage premises, a copy of the paid receipt therefor.

The Mortgagor shall also keep in effect and deposit with the holder a paid casualty insurance policy satisfactory to the holder, with a loss clause payable to the holder, for an amount of fire and extended loss not less than the amount of indebtedness owing at any time hereunder.

Vera Karatosic
VERA KARATOSIC

Daniel Karatosic
DANIEL KARATOSIC

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