

CTTC 13

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made FEBRUARY 24 19 93 between DAVID J. LINN AND PAULETTE D. LINN, HUSBAND AND WIFE AS JOINT TENANTS

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 EIGHTEEN THOUSAND NINE HUNDRED FIFTY-FIVE AND 02/100 Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable as stated therein

and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$18955.02 including interest in instalments as follows:

FOUR HUNDRED SIXTY-SIX Dollars or more on the 1st day of APRIL 19 93 and FOUR HUNDRED SIXTY-SIX Dollars or more on the same 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 MARCH 19 98.

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum of money 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 assigns 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 ELGIN COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 1 IN COBBER'S CROSSING UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1988 AS DOCUMENT NO. 88588739, IN COOK COUNTY, ILLINOIS.

PIN: 06-07-210-001

DEPT-01 RECORDING \$23.50
T#4444 TRAN 4902 02/25/93 11:14:00
\$7705 + *-93-146737
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 or appertaining, and all rents, issues and profits thereof in 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, stores 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 J. LINN) (SEAL) (PAULETTE D. LINN) (SEAL)

STATE OF ILLINOIS. I, LORI ESLINGER
County of COOK ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID J. LINN AND PAULETTE D. LINN

who personally known to me to be the same person whose name 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



24th day of February 19 93. Lori Eslinger Notary Public

Notarial Seal P. 2036 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Includes

CHICAGO TITLE AND TRUST COMPANY

Handwritten signature/initials

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UNOFFICIAL COPY

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises...

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer...

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm...

4. Mortgages shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holders...

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...

7. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice...

8. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

9. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed...

11. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...

12. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...

13. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons...

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued...

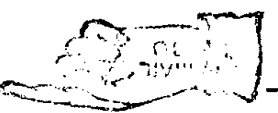
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IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 77522 CHICAGO TITLE AND TRUST COMPANY, Trustee. By [Signature] Assistant Secretary / Assistant Vice President

MAIL TO:

INTERCOUNTY EXPRESS TITLE CO. 120 W. MADISON ST. CHICAGO, IL 60602



FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1099 Arossbury Dr. 619 INJL 60120 TOTAL P.02