



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made April 27th, 1994, between WILLIAM M. SENNE, MONTAUK INVESTMENT CORPORATION and GARRETT KELLEHER, all of Chicago, Illinois 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 SEVENTY THOUSAND and NO/100THS (\$70,000.00)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~DEANNE~~ MARIA REFUGIO HARRISON and in the event of her death to EDWARD E. HARRISON and LAURA DeLOERA

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 27th, 1994 on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in instalments (including principal and interest) as follows:

FOUR HUNDRED SIXTY-FIVE and 71/100ths (\$465.71) Dollars or more on the 1st day of June 1994 and FOUR HUNDRED SIXTY-FIVE and 71/100 (\$465.71) 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 May, 1999. 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 15% per annum, and all of said principal and interest being made payable at such banking house or trust company in Phoenix, Arizona ~~PHOENIX~~, 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 MARIA REFUGIO HARRISON 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:

Lot 102 in Block 2 in Assessor's Division of the East 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1307 W. Erie, Chicago, IL 60622

P. I. N. 17-08-119-008-0000; Vol. 589

Subject to due on sale Rider attached.

DEPT-01 RECORDING \$25.50  
140011 TRAN 1654 05/04/94 15:53:00  
1274 \$ RV \*-94-403881  
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 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, ladder 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.

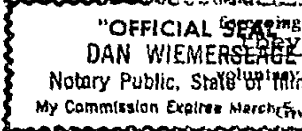
WITNESSE the hands and seals of Mortgagors the day and year first above written.

William M. Senne (SEAL) MONTAUK INVESTMENT CORPORATION (SEAL)  
Garrett Kelleher (SEAL) By: Arthur P. Sundry, Jr., President (SEAL)

STATE OF ILLINOIS,

County of Cook } SS. I, Dan Wiemersegg, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William M. Senne, Garrett Kelleher and Arthur P. Sundry, Jr., as President of Montauk Investment Corporation

who are personally known to me to be the same persons whose names are subscribed to the instrument, appeared before me this day in person and acknowledged that DAN WIEMERSEGG signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. My Commission Expires March 5, 1997



Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor -- Secures One Instalment Note with Interest Included in Payment.

MAILED TO: Andrew A. Golko, Esq. Page 1  
5790 N. Lincoln Ave. - Chicago, IL 60659

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## DUE ON SALE RIDER

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED April 27<sup>th</sup>, 1994 and executed by Garrett Keileher, William M. Senne and Arthur P. Sundry, Jr., as president of Montauk Investment Corporation.

TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On the sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) or (iii) lease of substantially the entire premises to one entity or party, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted in the next paragraph of this Instrument. This option shall not apply in the case of transfers by devise or descent or by operation of law upon the death of a co-tenant, partner or beneficiary.

ACCELERATION; REMEDIES. Upon Borrowers' breach of any covenant or agreement of Borrowers in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred by pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

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