



UNOFFICIAL COPY

TRUST DEED

94603444

785883

CITC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 21 19 94, between

BARBARA A. HAASE

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

SIXTY THOUSAND and 00/100 (\$60,000.00) Dollars,

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 March 22, 1994 on the balance of principal remaining from time to time unpaid at the rate of 6.5 percent per annum in instalments (including principal and interest) as follows:

Five Hundred Twenty Two and 66/100 (\$522.66) Dollars or more on the 22nd day of March 19 94 and Five Hundred Twenty Two and 66/100 (\$522.66) Dollars or more on the 22nd 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 22nd day of February, 2009. 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 6.5 per annum, and all of 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 LOUIS E. GEIMAN in said City, RR 1, Box 128, Brownsville, IL 62624

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 Niles COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE LEGAL ATTACHED

0002
RECORDING \$ 25.00
MAILINGS \$ 0.50
94603444 #
SUBTOTAL 25.50
CHECK 25.50

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

07/06/94

2 PURC CTR
0012 MCH 10:03

PIN 10-30-317-045-1043

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 in a party 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, stoves and wall 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.

[SEAL] [Signature] [SEAL]
[SEAL] [Signature] [SEAL]

STATE OF ILLINOIS,

I, JEROME J. ZELDEN

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT BARBARA A. HAASE

COOK COUNTY SEAL
JEROME J. ZELDEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/25/98

personally known to me to be the same person whose name is subscribed to the instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of May 19 94

[Signature] Notary Public

Notarial Seal

25.50

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LEGAL DESCRIPTION

UNIT NO. 6886-A IN BURNING BUSH CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 4 IN CIRCUIT COURT PARTITION OF LOT 2 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 1 AND OF LOT 18 IN ASSESSORS DIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, AND OF LOT 8 IN ASSESSORS DIVISION OF JANE MIRANDA'S RESERVE AND OF LOT 11 OF ASSESSORS DIVISION OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS) TO WIT:

BEGINNING AT A POINT IN THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 1041.51 FEET FOR A DISTANCE OF 44.67 FEET TO THE POINT IN THE SOUTHERLY LINE OF LOT 4 AFORESAID, 46.07 FEET EASTERLY OF THE SOUTH WEST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 4 AFORESAID 46.07 FEET TO THE SOUTH WEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 AFORESAID 9.93 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOT 12 IN WEST AND OTHERS SUBDIVISION OF PARTS OF LOT 1 AND OF LOT 18 IN ASSESSORS DIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 30, AND LOT 8 IN JANE MIRANDA'S RESERVE IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SCHOOL STREET AND THE NORTHERLY LINE OF TOUHY AVENUE, SAID POINT BEING 45.52 FEET EASTERLY (AS MEASURED ON THE SOUTHERLY LINE OF LOT 4) OF THE SOUTH WEST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF TOUHY AVENUE WHICH IS A CURVED LINE HAVING A RADIUS OF 1041.51 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TOUHY AVENUE AND THE SOUTHERLY LINE OF SCHOOL STREET; THENCE NORTHERLY 24.75 FEET ON A LINE PERPENDICULAR TO THE SOUTHERLY LINE OF SCHOOL STREET TO A POINT ON THE CENTER LINE OF SCHOOL STREET; THENCE WESTERLY ALONG THE CENTER LINE OF SCHOOL STREET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 3048728, AND IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 24644710, TOGETHER WITH ITS UNDIVIDED 2.32 PERCENT INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS.

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