



TRUST DEED

UNOFFICIAL COPY

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760947

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 15

19 94 , between

Richard D. Murray and Mary M. Murray, his wife,

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 -----

Six Hundred Twenty-Five Thousand (\$625,000.00)----- 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 July 15, 1994 on the balance of principal remaining from time to time unpaid at the rate of Eight (8) percent per annum in instalments (including principal and interest) as follows:

Four Thousand Eight Hundred Twenty-Three and 85/100*----- Dollars or more on the 15th day of August 19 94, and Four Thousand Eight Hundred Twenty-Three and 85/100 Dollars or more on the 15th 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 15th day of July, 2001. 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 thirteen % per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines 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 First Bank Des Plaines in said City, 701 Lee Street, Des Plaines, IL 60016 Attn: Trust Dept.

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 Des Plaines COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 14 to 18 inclusive in Block 3 in River Rand Road Subdivision of Lots 1 to 8 inclusive in Block 18 (or Bennett Block) and Lots 1 to 13 inclusive in Block 19 (or Rand Block) in Park Addition to Des Plaines, a Subdivision of Lots 17 to 20, inclusive in Hodges Subdivision of parts of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1628 Rand Road, Des Plaines, IL 60016

Permanent Index Number: 09-16-104-022 Vol. 089

*(\$4,823.85)

DEPT-01 RECORDING

\$25.00

T-6666 TRAN 2573 07/19/94 09:49:00

2019 6 LC *-94-628834

COOK COUNTY RECORDER

SEE RIDER ATTACHED

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, indoor 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 S and seal S of Mortgagors the day and year first above written.

Richard D. Murray (SEAL)
Richard D. Murray

Mary M. Murray (SEAL)
Mary M. Murray

STATE OF ILLINOIS,

{ SS.

I, WILLIAM D. VEDRAL
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT Richard D. Murray and Mary M. Murray, his wife

"
NOTARY PUBLIC, STATE OF ILLINOIS, they signed, sealed and delivered the said instrument as their free and
MY COMMISSION EXP: voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of JULY 1994.

William D. Vedral Notary Public

Notarial Seal

94628834

25 JUN

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PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:

IMPORTANT INFORMATION	
Identification No.	780947
TRUSTEE'S TITLE AND TRUST COMPANY,	
CHICAGO, ILLINOIS	
TRUST COMPANY	
TRUSTEE	
LENDER THE INSTALMENT NOTE SECURED BY THIS	
TRUST DEED SHOULD IDENTIFIED BY CHICAGO TITLE	
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST	
DEED IS FILED FOR RECORD.	

permited for that purpose.

12. Trustees has no duty to examine the title, location, easements or conditions of the properties to be acquired into the validity of the transfers of the property of the trust or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall a trustee be obligated to record this instrument.

13. Trustees shall release his trust deed and the like title held by him for his benefit under his power herein given.

14. Trustees may accept or decline to do any business or transaction of the kind mentioned above without incurring liability to the person who has been paid, which represents a trustee may accept as true without inquiry, where a release is given of a successor trustee.

15. Trustees may resign by writing filed in the office of the recorder of Deeds of this instrument shall have been recorded by the persons herein designated as trustee, in case of his resignation, inability or refusal to act as trustee, the herein Recorders of Deeds of the county in which this instrument shall have been recorded and which powers and authority as to promises are retained by the trustee.

16. Trustees shall be entitled to reasonable compensation for his services as trustee at rates to be determined by his heirs or executors, and the word "Mortgagors", when used herein shall include all such persons and all persons claiming under or through them, shall be construed to mean "notes", when more than one note is used.

17. This Trustee shall be entitled to receive a fee as determined by his rate schedule in effect when this instrument is issued.

18. Trustees shall be entitled to receive a fee as determined by his rate schedule in effect when this instrument is issued.

19. Trustees shall be entitled to receive a fee as determined by his rate schedule in effect when this instrument is issued.

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If the property securing the note or any portion thereof shall be sold, conveyed or transferred without the written permission of the holder first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder shall immediately, without notice to anyone become due and payable.

In order to provide for the payment of taxes, the mortgagors promise to pay monthly in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the legal holder of the note or agent. If the amount estimated to be sufficient to pay said taxes is not sufficient, the mortgagors promise to pay the difference on demand. The legal holder of the note, or agent, is authorized to pay said items as charged or billed without further inquiry. The aforesaid monthly payments by mortgagors on taxes shall be carried in a separate tax account, and shall not bear interest.

Richard D. Murray
Richard D. Murray

Mary M. Murray
Mary M. Murray
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