



TRUST DEED UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

DEPT. OF RECORDING #25.00
T40000 TRAN 9883 11/01/94 14:54:00
#3273 & CJ *-94-928733
COOK COUNTY RECORDER

THIS INDENTURE, made October 13, 19 94, between JOEY TAPPER, and STEVE DENIC married to VERA DENIC

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 holder or 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

ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED (\$121,500.00) 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 in instalments as follows:

ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED (\$121,500.00) Dollars or more on the 25th day of October 19 95 and thereafter, to and including the day of 19 with a final payment of the balance due on the day of 19

interest from *October 25, 1994 on the principal balance from time to time unpaid at the rate of -9- per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of -11- per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 CHARLES R. GOERTH 825 Green Bay Rd #120 Wilmette IL 60091 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 Village of Skokie COUNTY OF Cook AND STATE OF ILLINOIS

to wit: THIS IS NOT HOMESTEAD PROPERTY FOR JOEY TAPPER, DARCLIE TAPPER OR STEVE DENIC VERA DENIC

LOT 27 EXCEPT THE NORTH 7 FEET THEREOF TAKEN FOR THE WIDENING OF OAKTON STREET IN BLOCK 1 IN GEORGE F. NIXON AND COMPANY'S OAKTON CRAWFORD SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 19234, AS DOCUMENT 8511525, IN COOK COUNTY, ILLINOIS

PTN 10 26 100 005 Commonly known as 3945 W Oakton, Skokie IL 60076 THIS INSTRUMENT PREPARED BY CHARLES R. GOERTH 825, Green Bay Rd, Wilmette IL 60091

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

JOEY TAPPER [SEAL] STEVE DENIC [SEAL]

STATE OF ILLINOIS, I, ROBERT A. MOTEL
County of Cook } SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOEY TAPPER and STEVE DENIC married to Vera Denic married to Darclie Tapper

who personally known to me to be the same person s whose name s are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of October 19 94. [Signature] Notary Public.

Box 169
REZ R 74446

25145

UNOFFICIAL COPY

RIDER TO TRUST DEED ENCUMBERING PROPERTY AT 3945 W. OAKTON, SKOKIE IL

R-1 This Rider is incorporated into the Trust Deed to which it is attached and made a part of it. In the event of conflict between the terms and provisions of this Rider and the Trust Deed, this Rider shall prevail.

R-2 Interest only shall be due on the Instalment Note payable in installments of \$911.25 each on the 26th day of each month, commencing November 26, 1994, to and including October 26, 1995, at which time the entire principal balance and all accrued interest are due and payable in entirety.

R-3 Mortgagor shall not convey, sell, transfer or assign the property encumbered by this Trust Deed without the consent of the Holder of the Instalment Note which it secures. This provision of the Trust Deed shall be considered a "due on sale" clause. Holder of the Instalment Note shall have the right to accelerate the indebtedness due under the Note and declare it all due and payable, and avail himself of all other remedies under the Trust Deed in the event of violation of this provision.

R-4 The indebtedness evidenced by the Instalment Note secured by this Trust Deed may be paid in whole or in part at any time, without penalty.

R-5 In the event an installment of interest is not paid within 5 days of the due date, a late penalty of 5% of the amount of the installment shall be due.

R-6 The terms and provisions of the Instalment Note secured by this Trust Deed and identified with it are incorporated in this Trust Deed and made a part of it.

~~NBD BANK AS TRUSTEE UTA~~
~~DATED 7/22/93 AND KNOWN AS~~
~~TRUST 531006X~~

.R DEPT-01 RECORDING \$25.00
. T30000 TRAN 9303 11/01/94 14:54:00
. \$3273 + C.J. 94-928733
. COOK COUNTY RECORDER

By _____

JOEY TAPPER

Attest: _____

STEVE DENIC

782289

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Property of Cook County Clerk's Office

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