

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 25 19 94, between

Louis J. Loenneke Jr., married to Mary Ann Loenneke, his wife herein referred to as "Mortgagors," and Independent Trust Corporation, an Illinois corporation doing business in Lombard, 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

EIGHTY FOUR THOUSAND AND NO/100THS (\$84,000.00) 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 January 31, 1994 on the balance of principal remaining from time to time unpaid at the rate of 7.250 per cent per annum in instalments (including principal and interest) as follows:

Six Hundred Seven & 16/100ths (\$607.16) Dollars or more on the First day of March 1994, and Six Hundred Seven & 16/100ths (\$607.16) Dollars or more on the First 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 First 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 9.250 per annum, and all of said principal and interest being made payable at such banking house or trust company in Downers Grove 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 Concordia Mutual Life Association, in said City, 3041 Woodcreek Dr., Downers Grove, IL 60515

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 County of Cook AND STATE OF ILLINOIS, to wit:

SEE ATTACHED

DEPT-01 RECORDING \$29.50
161111 TRAN 4376 02/02/94 14:44:00
3374 * 94-108513
COOK COUNTY RECORDER

Common Address: 2012 Oxford, Schaumburg, IL 60174

Permanent tax number: 07-18-202-01G

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 hereon 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, major 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 Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive. Mary A. Loenneke signs to waive homestead.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 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. THIS IS NOT HOMESTEAD PROPERTY OF GRANTOR.

WITNESS the hand and seal of Mortgagors the day and year first above written.

LOUIS J. LOENNEKE JR. MARY ANN LOENNEKE

STATE OF ILLINOIS, I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same persons whose names are 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 voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 25 day of Jan 19 94

Notarial Seal

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

2005631C

1112

INTERCOUNTY TITLE

29 50

UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO AND FORMS A PART OF A TRUST DEED DATED JANUARY 25, 1994 IN THE AMOUNT OF \$ 91,000.00 AND SIGNED BY LOREN J. LOENNEKE, JR., (HEREINAFTER "MORTGAGOR")

17. The Mortgagor may prepay the indebtedness secured hereby at any time without penalty.

18. Monthly instalments of principal and interest as set forth herein and in the Trust deed securing this Note are due on the first (1st) day of each month. Any monthly instalment of principal and interest not received by the Holder on or before the fifteenth (15th) day of the month in which such instalment is due shall incur a late payment penalty of five percent (5%) of the principal and interest of such delinquent instalment.

19. In the event the Mortgagor, or in the event the Mortgagor is a land trust, the beneficiary thereof, shall otherwise suffer or permit its or his legal, equitable, or beneficial interest in the mortgaged Premises to become vested in or become encumbered by any person or persons, firm or corporation who was not, at the date of execution of this Trust Deed, so vested with a legal, equitable, or beneficial interest in the mortgaged Premises, or the holder of a note secured by an encumbrance on the mortgaged Premises, then, and in any such event, unless the same shall be done with the prior written consent of the Holder, the happening thereof shall constitute a default hereunder, and thereupon the Holder shall be authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare without notice all monies secured hereby to be immediately due and payable.

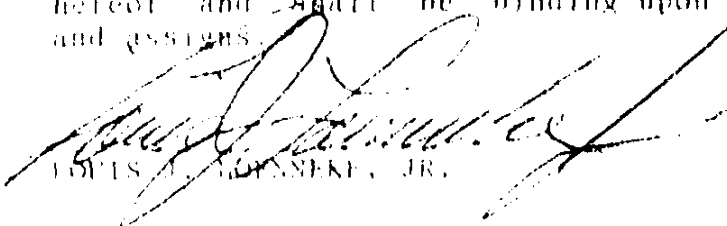
20. In order to provide for the payment of the taxes levied and assessed against the property herein described, including both general taxes and assessments, and in order to provide for the payment of the annual hazard insurance premiums, the Mortgagor further covenants and agrees to deposit with the Holder or such

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other depository as may be from time to time designated in writing by the Holder, on the respective dates when the instalments of principal and interest are payable, an amount equal to one twelfth (1/12th) of the annual taxes levied against the premises and equal to one twelfth (1/12th) of the annual hazard insurance premium, as reasonably estimated by the Holder, so that the Holder shall have, not less than thirty (30) days prior to the due date of any instalment of taxes or of any insurance premium, sufficient funds to pay the taxes or insurance premium. In addition, at the time of payout by the Holder of the indebtedness secured hereby, Mortgagor will deposit with the Holder, an amount which, when added to subsequent tax and insurance or other deposits shall equal one hundred percent (100%) of the annual taxes and insurance premium levied against the Premises plus one-twelfth (1/12th) such amount. In the event such monies are insufficient to pay in full, any instalment of taxes or insurance, Mortgagor agrees to pay the difference forthwith and the Holder is hereby authorized to apply such monies in payment of such taxes or insurance as same become due, so long as the Mortgagor is not in default under the Note or any provision hereof; otherwise to apply same in payment of any obligation of the Mortgagor under the Note or this Trust Deed. The Holder shall not be required to inquire into the validity or correctness of any of said items before making payment of same or to advance monies therefor, nor shall it incur any personal liability for anything done or omitted to be done hereunder. It is agreed that all such payments shall be carried by the Holder without earnings accruing thereto and shall be applied from time to time by the Holder to pay such items. Mortgagors agree that the Holder shall not be required to carry said funds separately from its general funds.

21. The terms of the Note secured by this Trust Deed are hereby incorporated herein by reference and are specifically made a part hereof and shall be binding upon the Mortgagor, its successors and assigns.


LOUIS J. LOENNEKE, JR.


MARY ANN LOENNEKE

MARY ANN LOENNEKE is signing this Trust Deed for purposes of waiving any Homestead interest. THIS IS NOT HOMESTEAD PROPERTY.

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PARCEL 1: UNIT 4, AREA 2, LOT 2 IN SHEFFIELD TOWN UNIT NO 4, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED NOVEMBER 4, 1971 AS DOCUMENT NUMBER 21699881, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL NO. 1 AS SET FORTH IN THE PLAN OF SUBDIVISION RECORDED NOVEMBER 4, 1971 AS DOCUMENT NUMBER 21699881 AND AS CREATED BY DEED FROM LEVITT RESIDENTIAL COMMUNITIES, INC. TO JACK H. HEUZEL, II AND JACQUELYN HEUZEL, DATED OCTOBER 2, 1972 AND RECORDED NOVEMBER 30, 1972 AS DOCUMENT NUMBER 22141752, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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