

UNOFFICIAL COPY

TRUST DEED

94130931

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 31, 1993, between

-----JAMES SEIDENBERG and MICHELLE SEIDENBERG, 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 -----

ONE HUNDRED SEVENTY FIVE THOUSAND (\$175,000.00)-----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 date hereof on the balance of principal remaining from time to time unpaid at the rate of 8.0 percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND FOUR HUNDRED SIXTY THREE and 77/100 ----- Dollars or more on the 1st day of February 19 94, and ONE THOUSAND FOUR HUNDRED SIXTY THREE & 77/100- 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 January, 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 12.0 percent annum, and all or said principal and interest being made payable at such banking house or trust company in Northbrook 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 PHILLIP ALTMAN & GERRY ALTMAN 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:

Lots 8 and 13 in Block 10 in Gross' North Addition to Chicago, being a subdivision of the Southwesterly half of the East half of the Southeast quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 24, 1883 as Document Number 471030, in Cook County, Illinois.

Addresses of Property: 3212 N. Lincoln and 1614 W. Belmont, Chicago IL. 60657
PIN: 14-19-435-032 and 14-19-435-034

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 a 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 9 and seal 8 of Mortgagors the day and year first above written.

This instrument prepared by _____ SEAL

CARY A. LIND, P.C. _____ SEAL

121 S. Wilke Road-Suite 407 _____ SEAL

Arlington Heights, IL 60005 _____ SEAL

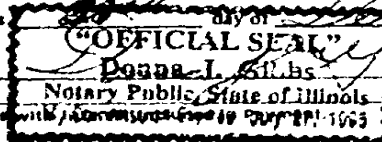
STATE OF ILLINOIS, _____

County of Cook _____

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES SEIDENBERG and MICHELLE SEIDENBERG, his Wife,

who are personally known to me to be the same person 9 whose name 9 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 31st day of December 19 93.



Notarial Seal

UNOFFICIAL COPY

RIDER TO TRUST DEED

This Rider is attached to a certain Trust Deed dated December 31, 1993, between JAMES SEIDENBERG and MICHELLE SEIDENBERG, as Mortgagors, and CHICAGO TITLE AND TRUST COMPANY, as Trustee, for premises at 3212 N. Lincoln and 1614 W. Belmont, Chicago, IL 60057. In the event of any discrepancy or inconsistency between the terms of this Rider and the Trust Deed to which is attached, the terms of this Rider shall control.

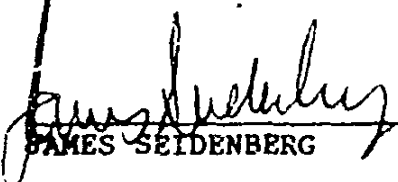
1. Upon sale or transfer of the subject premises in any manner, the obligation for which this Trust Deed is given shall be due and payable in full.

2. Mortgagors shall have the right to prepay all or any portion of any monies due at any time, and said prepayment shall be applied towards principal, thereby reducing the amount of principal owed or the amount of the prepayment.

3. If any payment is not postmarked by the 10th of the month in which it is due, Mortgagors shall owe to Mortgagees a penalty of 5% of the payment amount, which shall be added to the principal hereof.

4. Upon default by either party, the party at fault shall be liable to the other for all attorney's fees and costs incurred in enforcing the provisions of the documents.

5. In addition to the principal and interest payments, Mortgagors shall pay monthly into escrow with Mortgagees sufficient amounts to cover real estate taxes on the subject premises as each installment comes due and payable.


JAMES SEIDENBERG


MICHELLE SEIDENBERG

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CGM COUNTY RECORDER

\$25.00

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