



TRUST DEED UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 2 19 94, between Alexander L. Britva and James Prange

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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 Thirty Six Thousand Eight Hundred & no/100 (\$136,800.00)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER *which instalment note and rider thereto are expressly made a part hereof.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 2, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8 percent per annum in instalments (including principal and interest) as follows:

One Thousand Three & 81/100 (\$1,003.81) Dollars or more on the 1st day of April 19 94, and One Thousand Three & 81/100 (\$1,003.81) 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 February, 1997. 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% 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 Bruno J. Gurjil, Jr., 1362 W. Belmont 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 in 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 COOK COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 1 AND 2 IN TENGWALD'S SUBDIVISION OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #14-19-217-022 & 023

**Additional principal payments shall be paid hereunder as follows:

1. \$10,000 on November 1, 1994, and
2. \$10,000 on August 1, 1995

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 parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter used or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including exhaust restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, major beds, swings, 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 purpose, and for the use 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] Alexander L. Britva [SEAL]

[SEAL] James Prange [SEAL]

STATE OF ILLINOIS, I, Alan S. Levin, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook Alexander L. Britva and James Prange

DOCUMENT PREPARED BY: Notary Public, Alan S. Levin, Notary Public, known to me to be the same person as whose name signed, sealed and delivered the said instrument as their free and 111 W. Wabash Chicago, IL 60602

Given under my hand and Notarial Seal this 2nd day of February 1994.

Notarial Seal _____ Notary Public

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