

UNOFFICIAL COPY

9-12-3-1023

TRUST DEED

THIS INSTRUMENT PREPARED
BY CLARICE WILSON
506 W HARRISON
LOMBARD, IL 60148

98244024

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 9,

19⁹⁴, between DANIEL T LEE AND

LORI LEE, HUSBAND AND WIFE IN JOINT TENANCY

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 Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note";

- In the Total of Payments of \$ _____, or
 in the Principal Amount of Loan of \$42,597.09, together with interest on unpaid balances of the Principal Amount of Loan at the Agreed Rate of Finance Charge for Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on MARCH 14, 2004. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereinafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$200,000.00, and also to secure 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:

LOT 109 IN COBBLERS CROSSING UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 7,
TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY
ILLINOIS

P.I.N 06 07 205 005

DEPT-01 RECORDING

T\$0000 TRAN 6920 03/17/94 15:23:00

67003 1 1994-244024

COOK COUNTY RECORDER

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, 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.

LORI LEE

DANIEL T LEE

(SEAL)

STATE OF ILLINOIS
County of DUPAGE } SS

I, _____, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT LORI LEE AND DANIEL T LEE

who ARE, personally known to me to be the same person S _____, whose name S _____ is 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 9TH day of MARCH, 19 94.

Clarice R. Wilson

Notary Public

Notarial Seal

"OFFICIAL SEAL"
CLARICE R. WILSON
Notary Public, State Of Illinois
My Commission Expires 12-2-97

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 PLACE IN RECORDER'S OFFICE BOX NUMBER
 CHICAGO IL 60602

111 W MICHIGAN BLVD

CHICAGO TRUST AND TITLE

1072 N MICHIGAN LN

MAIL TO:

ILLINOIS
CHICAGO TRUST AND TITLE
1072 N MICHIGAN LN
DETROIT STREET ADDRESS OF ABOVE
FOR RECORDER'S INDEX PURPOSES
DESCRIPTION PROPERTY HEREIN
FOR RECORDING FEE
RECEIVED
LAW OFFICES OF GILDED EAGLE
BOSTON
MASS.

CHICAGO TRUST AND TITLE COMPANY	
778813	
Description No.	778813
Last Name, Street Address, City, State	
RECEIVED LAW OFFICES OF GILDED EAGLE BOSTON MASS.	

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE RECORDED BY CHICAGO TITLE
AND COMPANY WITHIN FORTY EIGHT HOURS OF RECEIPT
OF CLAUSES FOR WHICH NOT PROVIDED FOR IN THE
DEED IS FIFTY FORTY DOLLARS.

IMPORTANT!

1. Trustee has no duty to examine the enforcement of any power given him under this note except to the extent necessary to protect his rights as holder of this note.

2. Trustee has no duty to exercise any power given him under this note except to the extent necessary to protect his rights as holder of this note.

3. Trustee shall receive this note dead and due within the period before it becomes payable and deliver a reasonable sum deposited by the holder or his attorney to the person entitled to receive payment under the note.

4. Trustee may record in writing filed in the office of the Recorder of Deeds of Illinois in which this instrument has been executed or filed, in case of the death of the Noteholder, his title to this note and his interest in this instrument.

5. This Trustee need not be bonded upon MORTGAGEES and all persons claiming under or in continuation of this note in which this instrument has been executed or filed, powers and authorities to the Noteholder.

6. Before executing this note Trustee shall be entitled to reasonable compensation for his services at a rate determined by the Noteholder.

7. If any provision of this note is illegal or unenforceable it will not affect the validity of the other provisions of this note.

8. The holder of this note may demand payment of the amount so demanded and may sue for specific performance in the court of law.

9. Upon or at any time after the rights of the Noteholder have been exhausted he may sue for specific performance of this note.

10. No action for the enforcement of this note shall be brought or any provision herein shall be used to any defensory purpose.

11. Trustee or the party interpreting same in an action or of any provision of this note shall have the right to waive up to the date when he or she holds title to this note.

12. Trustee has no duty to examine the title, except, however, to determine if the transfer of the note is made in accordance with the laws of this state.

13. Trustee shall receive his note dead and due within the period before it becomes payable and deliver a reasonable sum deposited by the Noteholder or his attorney to the person entitled to receive payment under the note.

14. Trustee may record in writing filed in the office of the Recorder of Deeds of Illinois in which this instrument has been executed or filed, in case of the death of the Noteholder, his title to this note and his interest in this instrument.

15. This Trustee need not be bonded upon MORTGAGEES and all persons claiming under or in continuation of this note in which this instrument has been executed or filed, powers and authorities to the Noteholder.

16. Before executing this note Noteholder shall be entitled to reasonable compensation for his services at a rate determined by the Noteholder.

17. This instrument shall be construed, whether or not such persons shall have executed the note or this Trustee Deed. The word "note" which appears or any part thereof, when used herein shall include all persons and the word "note" which appears or any part thereof, when used herein shall be construed to mean "notes," when more than one note is used.

18. Independent contractors shall have executed the note or this Trustee Deed. The word "note" which appears or any part thereof, when used herein shall include all persons and the word "note" which appears or any part thereof, when used herein shall be construed to mean "notes," when more than one note is used.

19. This Trustee need not be bonded upon MORTGAGEES and all persons claiming under or in continuation of this note in which this instrument has been executed or filed, powers and authorities to the Noteholder.

20. The Noteholder shall keep all records in connection with this note.

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Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue thereunder.

Dated 3-8-94

PACOR MORTGAGE CORPORATION

Kendall A. Papp
RAN DALL A. PAPP
PRESIDENT

ACKNOWLEDGMENT

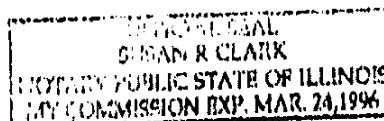
State of Illinois
County of Cook

On 3-8-94,

Notary Public in and/or said County and State personally appeared Randall A. Papp,
Kendall A. Papp, President,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument as the principal(s) and acknowledged to me that said principal(s) executed it.

Witness My Hand and Official Seal



Brian Clark, COOK CITY, IL

Notary Public in and for said County and State

My Commission expires 3-24-96

920542426

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Property of Cook County Clerk's Office