

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

TRUST DEED

APR 12 AM 9:17

94327369

94327369

779001

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 7, 1994, between DANIEL R. STEPHENS and SANDRA LEE STEPHENS, 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 FORTY THOUSAND (\$140,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAZER FRANK L. MUENCH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 7, 1994 on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in instalments (including principal and interest) as follows:

\*\*\*\$1,504.45\*\*\* Dollars or more on the 1st day of June 1994, and \*\*\*\$1,504.45\*\*\* 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 May, 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 15% per annum, and all of said principal and interest being made payable to the order of CHICAGO TITLE AND TRUST COMPANY, 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: BOB WILLOW HILLS LANE, PROSPECT HEIGHTS, ILLINOIS 60070.

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 Elk Grove Village, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 397B IN ELK GROVE VILLAGE SECTION 14, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1965 AS DOCUMENT 19625181, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 08-32-407-007 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, inlaid 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 on 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 of and seal of Mortgagors the day and year first above written.

DANIEL R. STEPHENS [SEAL] SANDRA LEE STEPHENS [SEAL]

STATE OF ILLINOIS, ) County of COOK ) ss. RALPH E. ANDEJASKI, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL R. STEPHENS and SANDRA LEE STEPHENS, his wife

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

My Commission Expires 2/2/01 Even under my hand and Notarial Seal this 7th day of April 1994 Ralph E. Andejaski Notary Public

Notarial Seal Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with interest included in Payment. Page 1 THIS INSTRUMENT PREPARED BY ROGER METZ, One IBM Plaza, Chicago, Ill. 60614

282  
7998572  
8066076

94327369

