



TRUST DEED UNOFFICIAL COPY

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

92-269-C-98

THIS INDENTURE, made March 6, 1995, between DAVID J. DEVANEY, as Trustee under the provisions of the trust agreement dated the 18th day of May, 1992 and known as the DAVID J. DEVANEY TRUST 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 EIGHTEEN THOUSAND FOUR HUNDRED and No/100----- 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 March 6, 1995 on the balance of principal remaining from time to time unpaid at the rate of 7 percent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED SIXTY-FIVE and 39/100----- Dollars or more on the 6th day of April 1995 and ONE HUNDRED SIXTY-FIVE and 39/100----- Dollars or more on the 6th day of each & every month hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6th day of March 2010. 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 10 per annum, and all of said principal and interest being made payable at such banking house or trust company in Phoenix, AZ 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 GERALD J. RYAN 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:

SEE ATTACHED LEGAL DESCRIPTION

95163489

DEPT-01 RECORDING \$27.50
 17777 TRAN 6735 03/10/95 09:55:00
 46809 + DC # -95-163489
 COOK COUNTY RECORDER

THE ADDENDUM ATTACHED HERETO IS HEREBY MADE A PART HEREOF BY THIS REFERENCE

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 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 _____ and seal _____ of Mortgagors the day and year first above written.

 (SEAL) David J. Devaney (SEAL)
 DAVID J. DEVANEY, as Trustee under the
 _____ (SEAL) provisions of the trust agreement (SEAL)
 dated the 18th day of May, 1992 and known as the DAVID J. DEVANEY TRUST

STATE OF ILLINOIS, } I, TERRENCE D. KANE
 County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
 THAT DAVID J. DEVANEY, Trustee, aforesaid of the DAVID J.
TRUST Dated May 18, 1992

who is personally known to me to be the same person _____ whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he _____ signed, sealed and delivered the said instrument as his free and

voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of March 1995.

Terrence D. Kane Notary Public

OFFICIAL SEAL
 TERRENCE D KANE
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES JULY 29, 1996

Notarial Seal

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UNIT 307, IN THE 555 WEST ARLINGTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 1/2 OF LOT 29 IN DEMING AND OTHERS SUBDIVISION OF OUT LOT 'C' IN WRIGHTWOOD, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25216502; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

APN: 14-28-317-059-1016

Address: 555 W. Arlington Place, Unit 307
Chicago, IL 60614

Cook County Clerk's Office

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ADDENDUM TO TRUST DEED DATED MARCH 6, 1995 MADE BY DAVID J. DEVANEY, TRUSTEE AFORESAID OF THE DAVID J. DEVANEY TRUST TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

1. Notwithstanding terms, conditions and provisions of the Trust Deed to the contrary, the terms, conditions and provisions of this Addendum shall govern.
2. There shall be no prepayment penalty or premium for full or partial prepayment of principal prior to the term of this Note secured by this Trust Deed
3. Payments due under the Note secured by this Trust Deed are due on the 10th day of each and every month but there shall be a 10 day grace period regarding such payments. Any payment not received by the Note holder by the 10th day after the due date of each month shall be subject to a late charge of 5% of the then due monthly principal, interest, and real estate tax payment.
4. The Maker of the Note secured by this Trust Deed shall pay all real estate taxes and/or assessments when due and present proof of such payment to the Note holder within 30 days of the due date of each installment. Failure to make such timely payments or failure to present such proof of payment or to make timely payments of condominium assessments shall constitute a default hereunder. Among other remedies, the Maker of the Note secured by this Trust Deed shall then deposit with the Note holder, each month, in addition to the regular principal and interest payment due, the equivalent of 1/12th of the most recent real estate taxes on the property.
5. If the mortgagors of the realty given as security sell or convey or enter into a contract to sell or convey said property without mortgagee's prior written consent, or assign the beneficial interest of any trust holding title any realty given as security, mortgagees may, at mortgagee's option, declare all sums under this Note to be immediately due and payable in full.
6. In the event of any default in the payment of any moneys due under the Note secured by this Trust Deed which continues for more than 30 days, the mortgagors, hereby assign and set over to the mortgagee any and all rents due mortgagors as a partial set off of sums due hereunder until said default is paid or until a final judicial determination of the respective rights and obligations of the parties hereto.

95163489

David J. Devaney

DAVID J. DEVANEY, as Trustee under provisions of the trust agreement dated the 18th day of May, 1992 and known as the DAVID J. DEVANEY TRUST.

*prepared by
&
Mail to:*

TERRENCE D. KANE
Attorney at Law
505 E. Golf Rd., Suite A
Arlington Hts., IL 60005



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