



TRUST DEED UNOFFICIAL COPY

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FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 22, 1995, between ROBERT J. LANDWEHR and CHRISTINE LANDWEHR, 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

TWENTY FIVE THOUSAND AND NO/100 (\$125,000.00) 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 March 22, 1995 on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum in instalments (including principal and interest) as follows:

One Thousand Three Hundred Forty Three & 26/100 (\$1,343.26) Dollars or more on the 22nd day of April 1995, and One Thousand Three Hundred Forty Three & 26/100 Dollars or more on the 22nd 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 22nd 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 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 OZINGA, LEPORE, CAMPBELL & LORD 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 Village of Oak Lawn, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

LOTS 81 AND 82 IN FRANK DELUGACH RUTH HIGHLANDS, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PART CONVEYED TO CHICAGO AND STRAWN RAILROAD COMPANY, AND RIGHT OF WAY OF WABASH RAILROAD), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 24-03-310-026, 24-03-310-027

PROPERTY ADDRESS: 4505 SOUTHWEST HIGHWAY, OAK LAWN, ILLINOIS 60453

Box 260

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, 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 thereon 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, ladder 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 in 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.

Robert J. Landwehr [SEAL]

Christine Landwehr [SEAL]

STATE OF ILLINOIS,

I, BERNARD F. LORD,

County of Cook

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT J. LANDWEHR and CHRISTINE LANDWEHR, his wife

who are personally known to me to be the same person whose name 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

OFFICIAL SEAL
BERNARD F. LORD
Notary Public, State of Illinois
My Commission Expires 7/3/98

Men under my hand and Notarial Seal this 22nd day of March 1995

[Signature] Notary Public

Notarial Seal

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with Interest Included in Payment.

R. 11/75

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ATTORNEYS' TITLE GUARANTY FUND, INC

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127.00

RECORDING 03/28/95 11:24:00

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RIDER

This Rider is to become attached to and expressly incorporated into a certain Installment Note and Trust Deed dated March 22, 1995 between ROBERT J. LANDWEHR and CHRISTINE LANDWEHR (hereinafter known as "Mortgagor") and CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE (hereinafter known as "Mortgagee") in the principal sum of One Hundred Twenty Five Thousand and no/100 (\$125,000.00) Dollars for the property commonly described as 4505 Southwest Highway, Oak Lawn, Illinois, and add the following provisions:

1. That Mortgagor shall obtain Mortgagee's written consent prior to any sale, transfer, assignment, or other conveyance. In the event Mortgagor does not obtain Mortgagee's written consent of the sale, transfer, assignment or conveyance, then Mortgagee shall have the right to declare, without notice, all sums due under the Trust Deed and Installment Note to be immediately due and payable.

2. That the Mortgagor shall pay the general real estate taxes when due and shall submit a paid receipt for each installment to Mortgagee within thirty (30) days after the due date. Mortgagee shall have the right, but not the obligation, to pay the real estate taxes if the same are not paid within thirty (30) days after the due date adding to principal any amount so advanced.

3. In the event the Mortgagor has failed to pay any installment due hereunder within ten (10) days of the date the installment was due, then a late charge of 5% of the installment shall be assessed against the Mortgagor.

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4. Mortgagor warrants and represents that the purpose of this loan is not for consumer purposes but is being made for commercial purposes only.

5. In the event of any inconsistency between the form provisions of the Installment Note and Trust Deed and this Rider, the Rider shall be controlling.

Robert J. Landwehr
ROBERT J. LANDWEHR

IDENTIFICATION # _____

Christine Landwehr
CHRISTINE LANDWEHR

CHICAGO TITLE & TRUST COMPANY,
TRUSTEE

BY: _____

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