



TRUST DEED

UNOFFICIAL COPY

97660046

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 22 1994 between

DONALD WREN & PAULINE WREN

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of \$ 15,925.00

FIFTEEN THOUSAND & NINE HUNDRED & TWENTY-FIVE & 00/100 DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on July 22, 2004 with interest thereon from 7-22-94 until maturity at the rate of five percent per annum, payable semi-annually... all of said principal and interest bearing interest after maturity at the rate of six percent per annum, and all of said principal and interest being made payable at such banking house or trust company in Arlington Heights, 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 FRANK WREN 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 ARLINGTON HEIGHTS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot Two in Block Five in Arlington Addition to Arlington Heights, a Subdivision of Lot 12 (Except the North 2 1/2 Chains of the East 2.0 Chains thereof, in Section 32, in the Assessor's Division of Sections 29, 30, 31, and 32 in Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 03-32-113-014-0000

19940666 TRAN 3157 09/09/97 15:12:00
\$3020 + IR *-97-660046
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00

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

Donald J. Wren [SEAL] Pauline C. Wren [SEAL]
DONALD WREN [SEAL] PAULINE WREN [SEAL]

STATE OF ILLINOIS, I, THE UNDERSIGNED
County of COOK ss. a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DONALD WREN & PAULINE WREN

who personally known to me to be the same person S whose name S ARE 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 given under my hand and Notarial Seal this 22nd day of July, 1994.

THOMAS JAMES MORAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/22/98

Thomas J. Moran Notary Public

25.50
P 22.00
47.50

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

THOMAS J. MORAN
ATTORNEY AT LAW
2224 W. IRVING PARK ROAD
CHICAGO, IL 60618

PLACE IN RECORDED BOX NUMBER

MAIL TO: * REPAID BY *

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR
RECORD.

CHICAGO TITLE AND TRUST COMPANY,
Trustee.
Assistant Secretary
Assistant Vice President

17. MORTGAGORS MAY PREPAY AT ANY TIME WITHOUT PENALTY.
18. IT IS UNDERSTOOD BY ALL PARTIES THAT PAYMENT ON THE NOTE
SECURED BY THIS TRUST DEED IS NOT DUE UNTIL BOTH DONALD
WREN & PAULINE WREN ARE DECEASED, OR THE PROPERTY IS SOLD,
WHICHEVER FIRST OCCURS.

19. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.
20. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.
21. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release deed and a release deed to the person who has been paid, before or after maturity, provided and subject to the approval of the principal and the request of any person who shall either be a party to the instrument or a holder of the note or a holder of the mortgage.
22. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given expressly or impliedly by the terms hereof, except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and it shall require indemnification satisfactory to it before exercising any power hereunder.
23. Trustee shall have no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given expressly or impliedly by the terms hereof, except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and it shall require indemnification satisfactory to it before exercising any power hereunder.

24. Trustee may resign in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated and shall be a successor in Trust. Any Successor in Trust, in the event of the resignation, inability or refusal to act of Trustee, shall have the same powers and authority as Trustee, and all provisions hereof, shall extend to and be binding upon Successor in Trust, and all persons claiming under or through Successor in Trust, and the word "Mortgagors" when used herein shall include all such persons and all persons liable to the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
25. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors, and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable to the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

26. Trustee shall have no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given expressly or impliedly by the terms hereof, except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and it shall require indemnification satisfactory to it before exercising any power hereunder.
27. Trustee shall have no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given expressly or impliedly by the terms hereof, except in case of its own gross negligence or misconduct or that of its agents or employees or of Trustee, and it shall require indemnification satisfactory to it before exercising any power hereunder.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

6760043

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Principal Note

(Use with Trust Deed Form CTTC 1)

\$ 15,925.00

Chicago, Illinois July 22, 1994

FOR VALUE RECEIVED, WE promise to pay to THE ORDER OF BEARER

the principal sum of

~~ONE~~ FIFTEEN THOUSAND & NINE HUNDRED & TWENTY-FIVE & 00/100 DOLLARS, with interest thereon from July 22, 1994 until the maturity hereof at the rate of FIVE per cent per annum payable on the 22nd day of July, 2004 ~~and for each year thereafter~~, and with interest after maturity until paid at the rate of six per cent per annum; the said payments of both principal and interest are to be made at such banking house or trust company in Arlington Heights, Illinois, as the legal holder of this principal note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of

FRANK WREN in ARLINGTON HEIGHTS, IL.

MORTGAGORS MAY PREPAY AT ANY TIME WITHOUT PENALTY.

IT IS UNDERSTOOD THAT PAYMENT ON THIS NOTE IS NOT DUE UNTIL DONALD WREN AND PAULINE WREN ARE BOTH DECEASED, OR THE PROPERTY IS SOLD, WHICHEVER FIRST OCCURS.

97660046



Bruce M. Janovic, Ltd.
1000 W. Touhy
Park Ridge, IL 60068

The payment of this note is secured by trust deed, bearing even date herewith, to CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, on real estate in the County of COOK, Illinois; and it is agreed that in case of default for three days in the payment of any installment of interest on this note or in the performance of any other agreement contained in said trust deed, then, at the election of the legal holder hereof (which election may be made at any time after the expiration of said three days, without notice), the principal sum hereof, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Identification No. _____ CHICAGO TITLE AND TRUST COMPANY, Trustee. By _____ Assistant Secretary Assistant Vice President

Donald J. Wren
DONALD WREN

Pauline L. Wren
PAULINE WREN

IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

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Property of Cook County Clerk's Office

.R DEPT-01 RECORDING \$25.50
. T43666 TRAN 3157 09/08/97 15:12:00
. 04000 # IR # -97-660046
. COOK COUNTY RECORDER

.R DEPT-10 PENALTY \$22.00
. T54463 TRAN 3157 09/08/97 15:12:00
. 03000 # IR # -97-660046
. COOK COUNTY RECORDER