



TRUST DEED

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1998-06-22 15:03:09
Cook County Recorder 47.50

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 17, 19 98, between Heather B. Heiberger, an unmarried person,

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 Thirty Thousand and No/100ths, (130,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Evanston Bond & Mortgage Company, an Illinois Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 6.25 per cent per annum in instalments (including principal and interest) as follows:

\$800.43 Dollars or more on the 17th day of July 19 98, and \$800.43 Dollars or more on the 17th 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 17th day of June 2028

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 Evanston 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 Evanston Bond & Mortgage Co in said City, Evanston

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 Evanston COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Legal Description: See Rider No. One dated June 17, 1998.

If the above described real estate or any interest therein is sold, assigned, transferred, or conveyed, or if secondary financing is obtained on said real estate, without prior written approval of the holder of the Note secured by this Trust Deed, then the unpaid principal balance due under the Note, plus accrued interest thereon, shall become immediately due and payable.

Parcel Address: Unit 10 in Buckingham Palace Condominium Chicago, Illinois 60657

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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.

Heather B. Heiberger (SEAL)

STATE OF ILLINOIS,

I, COLLEEN M. HALWICK

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

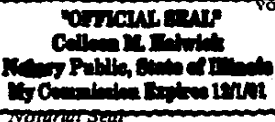
County of COOK

THAT HEATHER B. HEIBERGER

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 SHE signed, sealed and delivered the said instrument as A free and

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

Given under my hand and Notarial Seal this 17th day of JUNE 19 98.



Colleen M. Halwick Notary Public

This instrument was prepared by Robert E. Heiberger, 1732 Orrington Avenue, Evanston, IL 60201

Rider No. One of Trust Deed dated June 17, 1998 between Heather B. Heiberger, an unmarried person and Chicago Title and Trust Company

LEGAL DESCRIPTION:

UNIT 10 IN BUCKINGHAM PALACE CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION RECORDED AS DOCUMENT 97969406, OF LOTS 10 TO 14 BOTH INCLUSIVE TAKEN AS A SINGLE TRACT OF LAND, IN GEORGE WITTBOLDT'S SUBDIVISION, IN THE SUBDIVISION OF PART OF LOTS 1 AND LOTS 2, 3 AND 4 IN THE SUBDIVISION OF LOT 39 IN PINE GROVE AND PART OF LOT 15 IN BLOCK 2 IN CLARK AND MCCONNELLS ADDITION TO LAKEVIEW, BEING A SUBDIVISION OF LOTS 31 AND 32 IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID TRACT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 50.11 FEET TO THE CENTER LINE OF A WALL THAT IS BUILT AND USED AS A PARTY WALL; THENCE SOUTH ALONG THE CENTER LINE OF SAID WALL AND SAID CENTER LINE EXTENDED, PARALLEL WITH THE WEST LINE OF SAID TRACT, A DISTANCE OF 54.72 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT, A DISTANCE OF 23.11 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT, A DISTANCE OF 6.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT A DISTANCE OF 27.0 FEET TO A POINT OF THE WEST LINE OF SAID TRACT, SAID POINT BEING 60.72 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 60.72 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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