

UNOFFICIAL COPY

TRUST DEED



98-0617

CTTC

THE ABOVE SPACE FOR RECORDER'S USE

98901200

THIS INDENTURE, made July 15, 1998, between

Raymond Armand and Sonia Armand, husband and 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

Ninety Three Thousand Two Hundred Ninety-seven and 66/100... (\$93,297.66)..... 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 August 10, 1998 on the balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in instalments (including principal and interest) as follows: \$5,000 on August 10, 1998 and

One Thousand Five Hundred Thirty-six and 83/100... (\$1,536.83) Dollars or more on the 15th day of November 1998, and One Thousand Five Hundred Thirty-six and 83/100 Dollars or more on the 15th 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 14th day of June, 2001. 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, ~~principal and interest~~ 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 Gary Potter in said City, at 3949 N. Pulaski, Chicago, Illinois 60641

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

Lot 28 in Block 1 in Calumet Park First Addition, being a Subdivision of Part of the Southwest 1/4 of Section 2, Township 36 North, Range 14, East of the Third Principal Meridian, According to the plat thereof recorded June 18, 1925 as Document number 8948328, in Cook County, Illinois.

P.I.N.: #29-02-300-040

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.

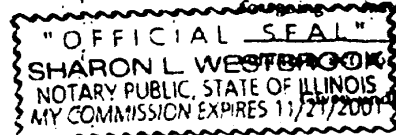
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes set forth upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.
Raymond Armand (SEAL) Sonia Armand (SEAL)
Raymond Armand (SEAL) Sonia Armand (SEAL)

STATE OF ILLINOIS, I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook } SS. THAT Raymond Armand and Sonia Armand, Husband and wife

who are personally known to me to be the same persons whose names 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 free and



the uses and purposes therein set forth. Signed, sealed and delivered the said Instrument as free and under my hand and Notarial Seal this 15th day of July 1998 Sharon L. Westbrook, Notary Public

RIDER TO TRUST DEED DATED JULY 15, 1998

SECURING NOTE IN THE PRINCIPAL SUM OF
NINETY THREE THOUSAND TWO HUNDRED
NINETY SEVEN AND 68/XX DOLLARS

R-1 If there is any conflict between the provisions of this Rider and the Trust Deed to which the Rider is attached, the provisions of this Rider shall control.

R-2 Any provision of this Trust Deed prohibited by federal law or the law of the State of Illinois shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. A default under the terms of the Installment Note secured by this Trust Deed shall be considered a default of this Trust Deed.

R-3 If all or any part of the real estate conveyed in this Trust Deed is sold or transferred without the prior consent of the legal holders of the Note secured hereby, the Mortgagor shall be in default hereunder and the legal holders of the Note may, at their election, accelerate and require immediate payment in full of all indebtedness and other sums evidenced by the Installment Note secured hereby. Upon conveyance of the real estate a payment of ten thousand dollars (\$10,000.00) shall be due and the Trust Deed shall be released.

Raymond Armand
Raymond Armand

Sonia Armand
Sonia Armand

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY,
Trustee

By _____
Assistant Secretary/Assistant Vice President

THIS INSTRUMENT WAS PREPARED BY:
Jeffrey L. Brand, 3949 N. Pulaski Rd., Chicago, IL 60641