

UNOFFICIAL COPY

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The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the mortgagor, the premises, and all persons beneficially interested therein, and each and every person except decree of judgment creditors of the Mortgagor in its representative capacity and of the premises, acquiring any interest in or title to the premises subsequent to the date of this Mortgage, pursuant to the provisions of Chapter 77 of the Illinois Revised Statutes. When sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the Master in Chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed describing and conveying the premises purchased by him, showing the amount paid therefore, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefore.

ATTACHED RIDER 1C

If said property or any portion thereof shall be sold, conveyed, or transferred, without the written permission of the holder first had or obtained, then the whole of the principal sum of the note hereby secured remaining unpaid together with accrued interest thereon, at the election of the holder, shall immediately, without notice to anyone, become due and payable.

3563203

ATTACHED RIDER IS
INCORPORATED HEREIN

UNIT 157 IN CATHERINE COURT INDUSTRIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT ONE IN CATHERINE COURT SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10 AND PART OF THE NORTH WEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MAY 7, 1986 AS DOCUMENT LR 3513052 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT 86181236, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT 86181238 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT LR 3513054, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

3563203

INCORPORATED HEREIN

Property Address: 157 S. Wheeling Road, Unit 7, Wheeling, Illinois 60090
Permanent Index Number:

PROPERTY INDEX NUMBERS

03 - 110 - 201 - 035 - [] [] [] []
A BA BLK PCL UNIT

NOTE IDENTIFIED

3563203

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 29 19 86, between Karl W. Hiller and Hildegard E. Hiller, His Wife

First National Bank of Des Plaines 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

FIFTY THOUSAND AND NO/100 (\$50,000.00) 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.75 per cent per annum in instalments (including principal and interest) as follows:

Five Hundred Sixty and 47/100 (\$560.47) Dollars or more on the 1st day of December 19 86, and Five Hundred Sixty and 47/100 (\$560.47) Dollars or more on the 1st 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 1st day of September, 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; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 13.75 per annum, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, 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 First National Bank of Des Plaines 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

INVESTMENT

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.

Karl W. Hiller Hildegard E. Hiller (SEAL) (SEAL) Karl W. Hiller Hildegard E. Hiller (SEAL) (SEAL)

STATI OF ILLINOIS, Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Karl W. Hiller and Hildegard E. Hiller, 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 voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 29th day of October 1986

Theresa A. Crane Notary Public

This instrument prepared by: Robert G. Santangelo, Asst. Vice President, First National Bank of Des Plaines, 701 Lee Street, Des Plaines, IL 60016

ATTACHED RIDER IS

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19/30/86

