

UNOFFICIAL COPY

0 4 3 5 5 3 3 5

RIDER TO TRUST DEED DATED SEPTEMBER 29, 1987,
BETWEEN GAIL SHILTS AND
CHARLES B. HARTMAN, III AND DARLENE R. HARTMAN, HIS WIFE

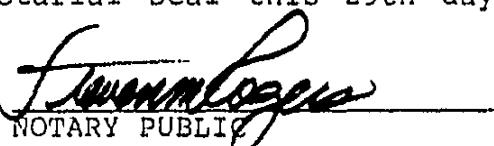
17. In the event that Mortgagor conveys, assigns or otherwise transfers her interest, including but not limited to the transfer of this property to a land trust, or assignment of beneficial interest in such trust, or in the event Mortgagor further encumbers her interest or any part thereof, beneficial or legal, in any fashion whatsoever, whether or not said encumbrance is inferior to this mortgage, all unpaid indebtedness on the Note secured by this Trust Deed shall become due and payable immediately at the option of the Mortgagee.
18. All monthly payments of principal and interest required herein are due on the first day of the month. All payments received by Mortgagee after the 15th day of the month when due shall incur an additional late charge of 5% which shall be due and payable with said regularly scheduled payment.
19. In addition to other payments called for herein, Mortgagor shall pay on a monthly basis concurrently with other required payments, the sum of one-twelfth of the estimated real estate taxes due for the current year, which sums shall be held in escrow by Seller in a non-interest bearing account. Seller will pay taxes on behalf of Buyer when due from escrow funds available, provided however that it is Buyer's sole responsibility to give to Seller a current tax bill in a timely manner.


Gail Shilts

State of Illinois)
)
County of Cook)

I, Steven M. Rogers, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Gail Shilts 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 her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September, 1987.


NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 29, 1987, between Gail Shilts, an unmarried woman, divorced, and not since remarried /Charles B. Hartman, III and Darlene R. Hartman, his wife herein referred to as "Mortgagors," and CHICAGO & SIBLEY 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 **Forty Nine Thousand Two Hundred Seventy Five Dollars (\$49,275.00)** *****, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ Charles B. Hartman, III and Darlene R. Hartman, his wife and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 29, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10.5% per cent per annum in instalments (including principal and interest) as follows:

Four Hundred Fifty & 74/100 ***** Dollars or more on the 1st day of October 1987 and Four Hundred Fifty & 74/100 ***** 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 October, 1992. 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 18% per annum, and all of said principal and interest being made payable at ~~Bank of America~~ ~~Bank of America~~ ~~Chicago, Illinois~~ 1117 East Valley Lane, ~~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 Steven M. Rogers, in said City, 333 West Wacker Drive, #1900, Chicago, IL 60606.

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, situated, lying and being in the City of Arlington Heights COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Unit 910-1W as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 7th day of March, 1974, as Document No. 2742059. An undivided 4.2485% interest (except the Units delineated and described in said survey) in and to the following described premises: Lots 1, 2 and 3 in Reinert's Subdivision in Arlington Heights, being a Subdivision of part of the West Half of the South East Quarter of Section 30, 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 of Cook County, Illinois, on December 12, 1962, as Document No. 2059813.

03-30-400-008-1109 10

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, indoor 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 Gail Shilts and seal _____ of Mortgagors the day and year first above written.

x Gail Shilts | SEAL | _____ | SEAL | _____ | SEAL | _____

STATE OF ILLINOIS, { SS. I, Steven M. Rogers
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gail Shilts, divorced and not since remarried

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

Given under my hand and Notarial Seal this 29th day of September 1987

Steven M. Rogers

Notary Public

Notarial Seal

Form 807 Trust Deed -- Individual Mortgagor -- Secures One Instalment Note with Interest Included in Payment.
R. 11/75

