

# TRUST DEED UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED BY  
EDWIN NIEMIRA - ATTORNEY  
1110 N. ASHLAND AVE. CHICAGO

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THE ABOVE SPACE FOR BORROWER'S USE ONLY

**THIS MORTGAGE**, made **MARCH 22ND** 1989 between  
**KENNETH P. LAMBERT AND SUSAN J. LAMBERT, H.S. WIFE,**  
**MARRIED TO EACH OTHER**

herein referred to as "Mortgagors," and **EDWIN NIEMIRA** being business in  
Chicago, Illinois, herein referred to as TRUSTEE, witnessed:

**THAT, WHEREAS** the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

**FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00)** Dollars,  
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to **THE ORDER OF BEARS**

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **MARCH 25TH, 1989** on the balance of principal remaining from time to time unpaid at the rate of **ELEVEN** per cent per annum in installments (including principal and interest) as follows:

**ONE HUNDRED FIFTY SEVEN DOLLARS AND NO/100** Dollars or more on the **25TH** day of **APRIL** 1989 and **ONE HUNDRED FIFTY SEVEN DOLLARS AND NO/100** Dollars or more on the **25TH** day of each month thereafter until said note is fully paid except that the first payment of principal and interest, if not sooner paid, shall be due on the 25TH day of **APRIL, 1988**. 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 installment unless paid when due shall bear interest at the rate of **12** per annum, 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 **EDWIN NIEMIRA 1110 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS**.

**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 hereby assign, sell, convey, warrant 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 CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS**, to wit:

**LOT FORTY FOUR (44) IN JAMES ALLEN'S SUBDIVISION OF THE SOUTH HALF OF LOT 15 (CONCEPT THE WEST 5 ACRES THEREOF) IN DAVLIN KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND COMMONLY KNOWN AS 2845 NORTH HARDING AVENUE, CHICAGO, ILLINOIS. PARCEL # 13-26-124-006-0000**

**TO PROVIDE FOR THE PAYMENT OF REAL ESTATE TAXES AND INSURANCE PREMIUMS** Mortgagors agree to deposit monthly in addition to their above payments with the holder of the note secured by this instrument a portion of the actual taxes and insurance premiums, said deposits to be made immediately with the payment of principal and interest when received. Single taxes or insurance premiums accrued such deposits. Then mortgagors agree to immediately pay such difference or balance. Failure to make such deposits shall be considered a default under the terms of this agreement. Said taxes and interest shall be no interest. The Trustee at his option, but need not, procure from time to time at mortgagors expense any credit of the insurance provided for.

**THE ENTIRE UNPAID PRINCIPAL BALANCE WITH ACCRUED INTEREST SHALL IMMEDIATELY BECOME DUE AND PAYABLE ON A NEXT REGULAR PAYMENT DATE FOLLOWING A CONVICTION OR GUILTY VERDICT OF THE TITLE TO THE REAL ESTATE OR ANY SUCH FEDERAL BALANCE INCURRED BY THIS INSTRUMENT. THIS IS A FIRST MORTGAGE TRUST DEED.**

which, with the property hereinafter described, is referred to herein as the "premises."

**TOGETHER** with all its covenants, interests, easements, fixtures, and appurtenances thereto, and all rights, claims and profits thereon for so long and during all such times as Mortgagors may be entitled thereto (whether as principal or tenant) and as a party with said real estate and not necessarily and all apparatus, equipment or articles now or hereafter shown or known to be on or appurtenant to, and as containing, water, light, power, refrigeration (whether single units or centrally installed), and ventilation, heating, air conditioning, gas, oil, gas, oil, window shades, storm doors and windows, floor coverings, masonry work, and all other improvements and fixtures, and all other things which are attached to or on the premises, whether by the Mortgagors or otherwise, shall 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 a part of the real estate.

**TO HAVE AND TO HOLD** the premises unto the said Trustee, his successors and assigns, forever, for the purposes and uses in the premises and terms herein set forth, free from all claims and benefits under and by virtue of the General and Statutory Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby irrevocably 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.

WITNESSE the hand and seal of **KENNETH P. LAMBERT** and **SUSAN J. LAMBERT** of Mortgagors the day and year first above written.

**KENNETH P. LAMBERT (SEAL)** **SUSAN J. LAMBERT (SEAL)**

**STATE OF ILLINOIS**, I, **EDWIN NIEMIRA**,  
County of **COOK** BE a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT **KENNETH P. LAMBERT AND SUSAN J. LAMBERT, HIS WIFE**

who ARE personally known to me to be the true persons **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** own free and voluntary act, for the uses and purposes therein set forth.

**OFFICIAL SEAL**  
**EUGENIA NIEMIRA**  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 11/7/89

Witness my Hand and Notarial Seal this **22ND** day of **MARCH** 1989

**Eugenia Niemira** Notary Public

