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Cook County Recorder

2003-02-20 12:22:40

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No. 206 **November 1994**

TRUST DEED (ILLINOIS) For Use With Note Form No. 1448 (Monthly Payments including Interest)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

notice of protest.

THIS AGREEMENT, made <u>December 02.</u> **2002_,	J
between	
, Susan 5 Cinzel	
2309 South 25th Avenue Broadview, Illinois	
(No. and Street) (City) (State)	
herein_referred_to_as "Mortgat os," and	ول يو
Norm's Heating & Fir Conditioning, Inc.	
1918 Main Street Welrose Park, Illinois	
(No. and Street) (City) (State) herein referred to as "Trusfee," witnesseth: The Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed	
"Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mo traggors promise to	
pay the principal sum of	• •
Dollars, and interest from 12/02/02 on he balance of	
per cent per annum, such principal sum and interest to be payable in	Above Space for Recorder's Use Only
installments as follows: One Hundred dollars and 72/100-	
matammenta da romowa.	

Dollars on the 30th day of January, KX 2003, and One nundered Dollars and 72/100— Dollars on the 30th day of each and every 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 30th day of December. 182 2006, all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 28.00 per cent per annum, and all such payments being made payable at Norm's Heating & Air Conditioning, inc., 1918 Main St., melrose Park, II. (1916) or at such other place as the legal holder of the note-may, from time to time, in writing appoint, which note further provides that at the dection of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereor, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, or any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his 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 Broadview , COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

Lots 146 (Except the South 10 feet and the Westerly 17 feet thereof) and the South 20 feet of Lot 147 (except the Westerly 17 feet thereof) in Cummings and Foreman Real Estate Corporation Home Addition in the Northwest quarter of Section 22 and the Northeast quarter of Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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

15-22-108-045 Permanent Real Estate Index Number(s): ___ 2309 South 25th Avenue Broadview, Illinois 60153 Address(es) of Real Estate: __ TOGETHER with all improvements, tenements, easements 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 L'aws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive. The name of a record owner is Susan J. Kinzel This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4, are incorporated herein by reference and hereby a nade a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and actigns. Witness the hands and seals of Mortgagors the day and year first above written. (SEAL) Susan J. Kinzci **PLEASE** PRINT OR TYPE NAME(S) BELOW (SEAL) SIGNATURE(S) Cook State of Illinois, County of _ I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan J. Kinzel OFFICIAL SEAL personally known to me to be the same person ____ whose name __ **IMPRESENCER** NOTARY PUBLICATE OF ILLINOIS the foregoing instrument, appeared before me this day in person, and acknowledged that MY COMMISSION EXP. AUG. 11,2003 s h e signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. This instrument was prepared by Norm's Heating & Air Conditioning, Inc. 1918 Main Street (Name and Address) Norm's Heating & Air Conditioning, Inc. 1918 Main Street Mail this instrument to (Name and Address) 60160 Melrose Park Illinois (State) (Zip Code) (City) OR RECORDER'S OFFICE BOX NO.