

UNOFFICIAL COPY

TRUST DEED (ILLINOIS)

THIS AGREEMENT, made MAY 19, 2003, between MARCO ANEMONE AND ANNA ANEMONE, HIS WIFE herein referred to as "Mortgagor," and STEFANO PELLERITO AND ANGELA PELLERITO, HIS WIFE herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagor, made payable to STEFANO PELLERITO AND ANGELA PELLERITO and delivered, in and by which note mortgagors promise to pay the principal sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00), and interest at FIVE PERCENT (5%) PER ANNUM from MAY 19, 2003 on the balance of principal remaining from time to time to be payable in twenty-four monthly installments as follows: payments of EIGHT HUNDRED FIFTY-EIGHT AND 91/100 (\$858.91) and on the first day of each month thereafter until the first occur of either the sale of 1741 CHARIOT CIRCLE, MT. PROSPECT, IL 60056 or May 19, 2005.



0316733008

Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/16/2003 07:43 AM Pg: 1 of 3

Said note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of 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 notice of protest.

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 CHICAGO, COUNTY OF COOK IN THE STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT A

BOX 333-CT1

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

Permanent Real Estate Index Number(s): 08-10-101-041-0000

Address(es) of Real Estate: 1015 S. PINE
ARLINGTON HEIGHTS, IL 60005

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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 party with said real estate and nor 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, inadoor 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 Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is: MARCO ANEMONE AND ANNA ANEMONE

Witness the hands and seals of Mortgagors the day and year first above written.

Marco Anemone (SEAL)
MARCO ANEMONE

Anna Anemone (SEAL)
ANNA ANEMONE

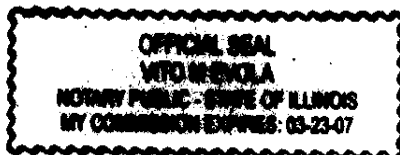
State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARCO ANEMONE AND ANNA ANEMONE, 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19TH day of MAY, 2003.

Commission expires

Vito M. Evola
NOTARY PUBLIC



This instrument was prepared by VITO M. EVOLA, 9801 W. HIGGINS, ROSEMONT, IL., 60018
and mail to:

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5048288 NWA
STREET ADDRESS: 1015 S. PINE
CITY: ARLINGTON HEIGHTS COUNTY: COOK
TAX NUMBER: 08-10-101-041-0000

LEGAL DESCRIPTION:

LOT 2 IN CENTRAL ROAD-BELMONT AVENUE RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1 TO 10 BOTH INCLUSIVE IN BLOCK 2 TOGETHER WITH THE NORTH 1/2 OF 20 FOOT WIDE VACATED PUBLIC ALLEY LYING SOUTH AND ADJACENT OF SAID LOTS, AND LOTS 1 TO 10 BOTH INCLUSIVE IN BLOCK 3 TOGETHER WITH THE NORTH 1/2 OF 20 FOOT WIDE VACATED PUBLIC ALLEY LYING SOUTH AND ADJACENT TO SAID LOTS IN FEUERBORN AND KOLDE'S ARLINGTON MANOR BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office