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LEGAL FORMS

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

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Doc#: 0403415122
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 02/03/2004 02:24 PM Pg: 1 of 2

THIS AGREEMENT, made July 15, 2003,
between Kathleen Russell-Rizzo & Joseph R. Rizzo
6968 Oakton Court
Niles, Illinois 60714

(No. and Street) (City) (State)

herein referred to as "Mortgagors," and Patricia C. Russell
8825 N. Elmore Street
Niles, Illinois 60714

(No. and Street) (City) (State)

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 Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of One Hundred Thirty-three
Thousand (\$133,000)
Dollars, and interest from July 15, 2003 of the balance of

principal remaining from time to time unpaid at the the rate of 4.85
per cent per annum, such principal sum and interest to be payable in

installments as follows: Nine Hundred Fifty-eight dollars and Fifty cents (\$958.50)
Dollars on the 15th day of July, 2003, and Nine Hundred Fifty-eight dollars Dollars on
and Fifty cents (\$958.50)
the 15th 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 15th day of July, 2020; 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 4.85 per cent per annum, and all such payments being made payable at 8825 N. Elmore Street, Niles, Illinois 60714 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 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 Village of Niles, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

Lot Thirty-seven (37) in Stoltner's 2nd Addition to Evergreen Estates, being a Subdivision of part of the South half (1/2) of the Southwest quarter (1/4) of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, lying East of Waukegan Road, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois on January 4, 1954, as Document Number 1501268.

Above Space for Recorder's Use Only

[Handwritten signature]

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

Permanent Real Estate Index Number(s): 10-19-319-021-0000

Address(es) of Real Estate: 6968 Oakton Court, Niles, Illinois 60714

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 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: Patricia C. Russell, as Trustee

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 are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

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

Kathleen Russell-Rizzo (SEAL)

Joseph R. Rizzo (SEAL)
Joseph R. Rizzo

Kathleen Russell-Rizzo

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(SEAL)

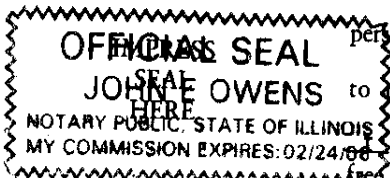
(SEAL)

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

Kathleen Russell-Rizzo and Joseph R. Rizzo

personally known to me to be the same person s whose name 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 15th day of July, 2003

Commission expires _____
John E. Owens
NOTARY PUBLIC

This instrument was prepared by John E. Owens / 444 N. Northwest Hwy. #350, Park Ridge, IL 60068
(Name and Address)

Mail this instrument to Owens, Owens & Rinn, Ltd. / 444 N. Northwest Hwy. #350
(Name and Address)

Park Ridge Illinois 60068
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____