

# UNOFFICIAL COPY

29 TRUST DEED  
60-15-799K | 21 507 961

Form 807 Rev. 5-62

ITCC

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 1, 1971, between Robert J. Muscari and Mary Jane Muscari, his wife, and James Saliano and Ruth Saliano, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 Seventeen Thousand and No/100 (\$17,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 1, 1971, on the balance of principal remaining from time to time unpaid at the rate of Seven per cent per annum in instalments as follows:

Two Hundred Fifty and No/100 (\$250.00)

Dollars on the first day of May, 1971, and Two Hundred Fifty and No/100 (\$250.00) Dollars on the first day of each month thereafter until said note is fully paid.

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 seven per cent 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 Joseph J. Di Febo in said City.

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, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS,

Lots 4 and 5 in Block 13 of Rickerdike Addition to Chicago in the West half of the Northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; in Cook County, Illinois,

500

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all its issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and secondarily with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon 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, inador 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 hands and seal of Mortgagors the day and year first above written.  
Robert J. Muscari [SEAL] James Saliano [SEAL]  
Mary Jane Muscari [SEAL] Ruth Saliano [SEAL]

STATE OF ILLINOIS JOSEPH J. DI FERRO  
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert J. Muscari and Mary Jane Muscari, his wife, and James Saliano and Ruth Saliano, his wife, are 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 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 Notarial Seal this 1st day of April A.D. 1971  
Joseph J. Di Febo  
Notary Public



21 507 961



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or other lien superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or ordinance.

16. The mortgagors shall, each month, deposit with the holder of the principal note, a sum equivalent to 1/12 of the annual real estate taxes and 1/12 of the annual insurance premium.

17. The Instalment Note may be prepaid in whole or in part at any time or times without penalty.

COOK COUNTY, ILLINOIS FILED FOR RECORD JUN 10 71 3 03 PM CHICAGO TITLE AND TRUST COMPANY, as Trustee. Assistant Secretary Assistant Vice President Assistant Trust Officer

D. NAME: Joseph Di Felso E. STREET: 8210 W. Lawrence L. CITY: Chgo., Ill. 60651 R. OR BOX 533 Y. INSTRUCTIONS: RECORDERS' OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE