

# UNOFFICIAL COPY

TRUST DEED

22 450 744

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made August 17, 1973, between  
 of the City MICHAEL WARAKOMSKI and ALINA WARAKOMSKI, his wife,  
 State of Illinois of Chicago County of Cook  
 herein referred to as "Mortgagors," and AVENUE STATE BANK an Illinois  
 corporation doing business in Oak Park, Illinois, herein referred to as TRUSTEE, witnesseth:  
 THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note here-  
 inafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
 SEVEN THOUSAND AND NO/100THS (\$7,000.00) - - - - - Dollars,  
 evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from  
 date hereof on the balance of principal remaining from time to time unpaid at the rate of  
 7-3/4 per cent per annum in instalments as follows: FIFTY SEVEN AND 47/100THS (\$57.47)  
 Dollars or more on the 1st day of November 1973 and FIFTY SEVEN

AND 47/100THS (\$57.47) Dollars or more on the 1st day of each 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 1st day of October 1993. All such payments on account of the indebt-  
 edness 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 then  
 highest rate permitted by law and all of said principal and interest being made payable at such banking house  
 or trust company 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 Avenue State Bank, Oak Park, 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 limita-  
 tions 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 the estate, right, title and interest therein, situate, lying and being in the  
 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 26 in Block 6 in Fair Oaks Terrace, being a subdivision of  
 the East 50 acres of the North 75 acres of the North West Quarter  
 of Section 5, Township 39 North, Range 13, 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, accretions, easements, fixtures, 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 are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus,  
 equipments or articles now or hereafter therein 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, or coverings, indoor beds, awnings, stairs  
 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 hand and seal of Mortgagors the day and year first above written.

Alina Warakomski (SEAL) Michael Warakomski (SEAL)  
 Alina Warakomski Michael Warakomski

STATE OF ILLINOIS I, Susan Dobbeck

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
 County of COOK MICHAEL WARAKOMSKI and ALINA WARAKOMSKI, his wife,

are personally known to me and they are subscribed to the foregoing  
 Instrument, appeared before me this day of August, 1973, and they signed, sealed and delivered the  
 said Instrument as their and purposes therein set forth, including the release  
 and waiver of the right of homestead.

GIVEN under my hand and Notary Seal August 17, A.D. 1973.



Susan Dobbeck Notary Public

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