

UNOFFICIAL COPY

TRUST DEED COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORDED BY DEEDS

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 26, 1974, between

JAMES F. TOMASIELLO AND ESTHER L. TOMASIELLO, His Wife;

herein referred to as "Mortgagors," and

MARQUETTE NATIONAL BANK,

a national Banking Association doing business in Chicago Illinois, herein referred to as TRUSTEE, witnesseth:
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 **FOURTEEN THOUSAND AND NO/100** 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 of disbursement on the balance of principal remaining from time to time unpaid at the rate of **3/4** per cent per annum in instalments as follows: **One Hundred Fourteen and 94/100 (\$114.94)** or more

Dollars on the first day of April 19 74 and One Hundred Fourteen and 94/100

(\$114.94) Dollars on the first 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 first day of March 1994.

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 eight 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 MARQUETTE NATIONAL BANK

in said City.

NOW, THEREFORE, the Mortgagors do hereby warrant 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 to the Trustee, 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 AND STATE OF ILLINOIS,

to wit: COUNTY OF

Tinley Park

Cook

Lot 1003 in Bromontowne Estates Unit #6 Phase 2 being a Subdivision of the North West 1/4 of the South West 1/4 of Section 24, of the South West 1/4 of the South West 1/4 of Section 24, of the South East 1/4 of the South West 1/4 of Section 24, of part of the North East 1/4 of the South West 1/4 of Section 24, also part of the North West 1/4 of the North West 1/4 of Section 25, of part of the North East 1/4 of the West 1/4 of Section 25, all in Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, 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 completely with said real estate, and not secondarily) and all apparatus, equipment 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, floor coverings, in-door 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 heretofore 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, 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, and all such 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.

[SEAL] James F. Tomasiello [SEAL]
[SEAL] Esther L. Tomasiello [SEAL]

STATE OF ILLINOIS: I, Elaine Andreski, as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James F. Tomasiello & Esther L. Tomasiello, His Wife; who are personally known to me to be the same persons whose name is 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 Notarial Seal this 26th day of January, A. D. 1974. ELAINE ANDRESKI, NOTARY PUBLIC, Cook County, Illinois. My commission expires March 28, 1978.

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