

UNOFFICIAL COPY

APR 11 63-01-303

TRUST DEED

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22 683 644

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made April 3rd 19 74 between JOSEPH MITIDIERO AND ROSEMARIE C. MITIDIERO, his wife, herein referred to as "Mortgagor", and PULLMAN BANK AND TRUST COMPANY an Illinois corporation 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 this Note, in the principal sum of THIRTY SIX THOUSAND AND NO/100 (\$36,000.00) 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 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:

TWO HUNDRED NINETY FIVE AND 55/100 (\$295.55) Dollars on the first (1) day of JULY 19 74 and TWO HUNDRED NINETY FIVE AND 55/100 (\$295.55) Dollars on the first (1) day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the first (1) day of JUNE 19 94. 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 7 3/4% 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 PULLMAN BANK & TRUST COMPANY in said City.

NOW, THEREFORE, the Mortgagors to secure 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 of said, 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot one hundred fifty nine (159) in M. M. Downs Addition to Calumet City a subdivision of part of the West half (1/2) of the Southeast quarter (1/4) of Section one (1), Township thirty six (36) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois

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THIS INSTRUMENT WAS PREPARED BY:
Pullman Bank and Trust Company
C. Borello
Name

400 E. 111th Street, Chicago, Ill.
Address

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 on a parity 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), screen 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 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 use 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.

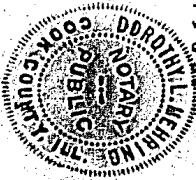
This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

Joseph Mitidiero (SEAL) Rosemarie C. Mitidiero (SEAL)
Joseph Mitidiero Rosemarie C. Mitidiero
..... (SEAL) (SEAL)

STATE OF ILLINOIS, } ss. Dorothy L. Mehring
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph Mitidiero and Rosemarie C. Mitidiero, his wife who ARE personally known to me to be the same person s whose name s 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 Notarial Seal this 3rd day of April, A. D. 1974



Dorothy L. Mehring
Notary Public

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1. Mortgagee shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, 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 created by a lien or charge on the premises superior to the lien hereof, and not expressly subordinated at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

IN THE EVENT OF THE SALE OR TRANSFER OF THE TITLE TO THE PREMISES DESCRIBED HEREIN, THE HOLDER OF THE NOTE SECURED HEREBY MAY AT ITS OPTION DEMAND THE ENTIRE AMOUNT OF THE INDEBTEDNESS TO BE IMMEDIATELY DUE AND PAYABLE.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
APR 15 1974 9 00 AM

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THIS TRUST DEED IS FILED FOR RECORD.

The instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 22683644
PULLMAN BANK AND TRUST COMPANY
D. M. Hard
Assistant Vice President
Assistant Secretary

DELIVERY INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 413.

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

22683644

END OF RECORDED DOCUMENT