

# UNOFFICIAL COPY

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## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made August 1 19 76 between William Cagnolatti & Estilla Cagnolatti, his wife

herein referred to as "Mortgagors," and Bette Solzak

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 Twelve Thousand Four Hundred Thirty-Eight and 73/100 (\$12,438.73) 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 August 1, 1976 on the balance of principal remaining from time to time unpaid at the rate of eight (8) per cent per annum in instalments (including principal and interest) as follows:

One Hundred Ten and no/100 (\$110.00) Dollars on the 1st day of September 19 76 and One Hundred Ten and no/100 (\$110.00) Dollars on the 1st 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 nine per annum, and all of said principal and interest being made payable at such banking house or trust company in Village of Northbrook 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 Bette Solzak in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum and 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, 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,

Lot 1 ( except the South 16 feet of said lot) in Subdivision of Lots 7.8 & 9 and private alley South of and adjoining said Lots in J.H. Clough's Sub of the North 176.5 feet of the West 258.8 feet of Lot 37 in School Trustee's Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 18, 1892 in Book 57 of plats, page 5 as document 1702082 in Cook County, Illinois

THIS INSTRUMENT WAS PREPARED BY

BETTE SOLZAK  
3024 Oxford, WRESTLER, ILL.

10<sup>00</sup> MAIL

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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 rights and profits thereof to 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 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, motor 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 hand and seal of Mortgagors the day and year first above written.

\_\_\_\_\_| SEAL | William Cagnolatti | SEAL |  
\_\_\_\_\_| SEAL | Estilla Cagnolatti | SEAL |

STATE OF ILLINOIS, }  
  } ss. Thomas Solzak  
County of Cook } a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William Cagnolatti & Estilla Cagnolatti

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.

Given under my hand and Notarial Seal this 1st day of August, 19 76.  
Thomas Solzak Notary Public

