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TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 28, 1980, between HENRY SMULSKI and ROSE SMULSKI, his wife, and RICHARD SMULSKI, divorced and not since remarried.

herein referred to as "Mortgagors," and CHICAGO TITLE 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 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 SIX THOUSAND NINE HUNDRED FIFTY and 69/100 (\$6,950.69)

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEAREP

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 1, 1980 on the balance of principal remaining from time to time unpaid at the rate of 7.0 percent per annum in instalments (including principal and interest) as follows:

Ninety-Nine and 82/100 Dollars or more on the 1st day of April 1980, and Ninety-Nine and 82/100 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 November 1988. 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 7.0% 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 and DELORES PIEKOS in said City.

NOW, THEREFORE, the Mortgagors do hereby agree to 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, his 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 44 in Block 38 in Pennock, a subdivision of the West half of the South West quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

*that if the Trust Deed to Chicago Title and Trust Company recorded with the Cook County Recorder of Deeds as Document number 205440.2 is paid in full prior to the final payment being made hereunder, beginning on the first day of the first month after final payment on the Trust Deed, as aforesaid, the payments hereunder shall be Four Hundred Sixteen and 26/100 and (\$416.26), except

Mortgagors shall have the right and privilege to make prepayments on the principal balance due hereunder without any penalty whatsoever.

This instrument prepared by Marvin H. Barish, 29 S. LaSalle St., Chicago 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 of 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), 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 a 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.

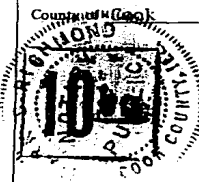
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

Henry Smulski (SEAL) Rose Smulski (SEAL) Richard Smulski (SEAL)

STATE OF ILLINOIS, County of Cook

SS. I, a Notary Public in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY THAT HENRY SMULSKI, ROSE SMULSKI, and RICHARD SMULSKI



who 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 said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of March 1980.

Mark S. Richmond, Notary Public

