

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

FORM No. 206
September, 1975

25 056 315

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

JUL 16 '79 9 00 AM

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The Above Space For Recorder's Use Only

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THIS INDENTURE, made July 17, 19 79, between Amio Dutt and Sunanda Dutt, his wife, Bank of Commerce in Berkeley, herein referred to as "Mortgagors," and

he is referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer

and delivered, in and by which note Mortgagors promise to pay the principal sum of Forty-Five Thousand Dollars, and interest from date (\$45,000.00)

on the balance of principal remaining from time to time unpaid at the rate of 11 per cent per annum, such principal sum and interest to be payable in installments as follows: Six Hundred Twenty or more Dollars on the 1st day of September, 19 79, and Six Hundred Twenty or more Dollars

on the 1st day of each and every 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 August, 1989; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 12 per cent per annum, and all such payments being made payable at Bank of Commerce in Berkeley.

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder hereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment, payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or 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 Village of Bellwood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 16 and 17 in St. Charles Road Second Addition to Proviso, a Subdivision of the East half of the East half of the North East Quarter of Section 8, Township 33 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

100c

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or article now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors, the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Amio Dutt (Seal)

Sunanda Dutt (Seal)

State of Illinois, County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Amio Dutt and Sunanda Dutt, his wife



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 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 official seal, this 17th day of July, 19 79. Commission expires July 13, 1982. Notary Public

This instrument was prepared by Mary Jo Steinhebel - Bank of Commerce 5500 St. Charles Road, Berkeley, Ill

ADDRESS OF PROPERTY: 4205 St. Charles Road, Bellwood, Illinois

MAIL TO: NAME Bank of Commerce, ADDRESS 5500 St. Charles Road, CITY AND STATE Berkeley, Ill, ZIP CODE 60163

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED. SEND SUBSEQUENT TAX BILLS TO: Amio Dutt (Name), Same (Address)

OR RECORDER'S OFFICE BOX NO. BOX 533

DOCUMENT NUMBER 25 056 315

END OF RECORDED DOCUMENT