

# UNOFFICIAL COPY

## TRUST DEED

85104019

8 THIRDSHOW SPACES FOR 4 CORDERS USE ONLY

THIS INDENTURE, made July 10, 19 85, between Timothy M. DiPietro and Susan E. DiPietro herein referred to as "Grantors", and C.R. AEBURN of Oakbrook, Illinois,

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of sixteen thousand two hundred ten and 27/100\*\*\* Dollars (\$ 16,210.27 ), together with interest thereon at the rate of (check applicable box)

- % per year on the unpaid principal balances.
- This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Bank Prime Loan rate. The interest rate will be 7.84 percentage points above the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The initial Bank Prime Loan rate is 9.50 %, which is the published rate as of the last business day of June, 19 85; therefore, the initial interest rate is 17.34 % per year. The interest rate will increase or decrease in the month during which the sixth loan payment is due, and every sixth month thereafter, if the Bank Prime Loan rate as of the end of the second month prior to the month during which the sixth payment will be made, or any like month preceding a six-month anniversary of the first payment, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six-month period. No interest rate increase or decrease will be greater than 2%. Interest rate changes will be effective upon 30 days written notice. In no event, however, will the interest rate be less than 13.00 % per year. If the index is no longer available, Associates will choose a new index which is based upon comparable information. Associates will give notice of this choice. Associates reserves the right to waive part or all of any adjustment resulting from an interest rate increase.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments so that the total amount due under the loan agreement will be paid by the original Last Payment Date.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 180 at \$253.45, followed by at \$, followed by at \$, with the first installment beginning on August 15, 19 85 and the remaining installments continuing on the same day of each month

thereafter until fully paid. All of said payments being made payable at Des Plaines, Illinois, or at such place as the Beneficiary or other holder may, from time to time in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of \$ (Dollar in hand paid, 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 thereon, situate, lying and being in the City of Morton Grove, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Schedule "B" attached hereto and made a part hereof.

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

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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 Grantors 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 Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

Signature lines for Timothy M. DiPietro and Susan E. DiPietro with seals.

STATE OF ILLINOIS, County of Cook }

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Timothy M. Di Pietro and Susan E. Di Pietro, in joint tenancy

who are personally known to me to be the same person, 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 12th day of July, A.D. 19 85. Notary Public signature and seal.

This instrument was prepared by

Linda Kashan, 2606A Dempster, Desplaines, Ill.

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## SCHEDULE "B"

Lot 13 in Block 10 in Golf View Gardens, being a Subdivision of the West 1/2 of Section 18, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded February 10, 1927, Book 103, Pages 30 and 31, as document Number 9,547,835, all in Cook County, Illinois.

Commonly known as 9138 Belle Forte, Morton Grove, Illinois 60053

PERMANENT PARCEL NO.: 10-18-301-017

Property of Cook County Clerk's Office

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ATTACHMENT

TO

MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT

Dated July 11, 19 85

CALL OPTION — The Lender has the option to demand that the balance due on the loan secured by this mortgage, deed of trust or deed to secure debt be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Borrower(s) (mortgagor or grantor) will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Lender (mortgagee or grantee or beneficiary) has the right to exercise any remedies permitted under this mortgage, deed of trust, or deed to secure debt.

6104019-85-104019

*Timothy M. DiPietro*  
*Stewart A. DiPietro*

1000 MAIL

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