

UNOFFICIAL COPY

GEORGE E. COLE LEGAL FORMS

TRUST DEED (ILLINOIS) For Use With Note Form 1449 (Interest In Addition To Monthly Principal Payments)

FORM NO. 1449 April, 1980

35179201

85199253

CAUTION: Consult a lawyer before using or acting under this form as a contract, including the durability and trust, are included.

2785 DM

THIS INSTRUMENT, made SEP 10 1985 by between PAUL V. BARTIZAL and SANDRA S. BARTIZAL, his wife

(NO AND STREET) (CITY) (STATE) HEREM REFERRED TO AS "MORTGAGORS," HENRIETTA BARTIZAL 286 No. Delaplaine Riverdale Illinois (NO AND STREET) (CITY) (STATE)

DEPT-61 RECORDING \$11.25 T1111 TRAN 4929 09/20/85 16:47:00 #2279 # A *85-199253

The Above Space For Recorder's Use Only

herem referred to as "Trustee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the principal sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, evidenced by one certain Installment Note of the Mortgagors, even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: \$514.31 or more Dollars, on the 15th day of November 1985 and \$514.31 or more Dollars, on the 15th day of each month thereafter until said note is fully paid

XXXXXXXXXXXXXXXXXXXX with interest on the principal balance from time to time unpaid at the rate of 12 per cent per annum, payable monthly on the dates when installments of principal fall due and shall be in addition to the amount due on principal, each of said installments of principal bearing interest at the rate of 12 per cent per annum, and all of said principal and interest being made payable at Berwyn National Bank in 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 thereof 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 of the above covenants and conditions hereinbefore contained shall survive the payment, notice of dishonor, protest and notice of protest.

NOW, HEREFORE, the Mortgagors do hereby agree that 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 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 50 IN KOMAREK'S RIVERSIDE DRIVE SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1923 AS DOCUMENT NUMBER 7999600 IN COOK COUNTY, ILLINOIS.

P.T.N. 16.30.310.020

which, with the property hereinafter described, is referred to herein as the "premises." THAT THE REAL and all improvements, tenements, easements, fixtures, and appurtenances thereto (including, and all rights, issues and profits thereon for so long and during all such times as the Mortgagors may be entitled thereto (which are pledged primarily and on a parity with all real estate and not secondarily), and all apparatus, equipment or articles now or hereafter 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, shutters and windows, floor coverings, and/or beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate when they are physically attached thereto or sit, 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, his or his successors and assigns, forever, for the purposes, 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.

The name of a record owner is:

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 Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. [Signatures of Paul V. Bartizal and Sandra S. Bartizal]

State of Illinois, County of COOK, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PAUL V. BARTIZAL and SANDRA S. BARTIZAL, 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 as I 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 SEP 10 1985 day of SEPTEMBER 1985

Commission expires SEPT 77 [Signature of Notary Public]

This instrument was prepared by PAUL R. SKALA 7114 W. CERMAK RD BERWYN ILL (NAME AND ADDRESS)

Maid this instrument to THE BERWYN NATIONAL BANK 7112 West Cermak Road Berwyn Illinois 60402 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO

Cook County Clerk's Office

