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UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

85 218 818

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 1 1985 between Anne L. Speziale

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of One Thousand One Hundred Sixty Three and no/100 (\$1,163.00)

DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on October 1, 1986 with interest thereon from October 1, 1985 until maturity at the rate

of 9% per cent per annum, ~~per cent per annum, to be determined by the Federal Reserve Board of Governors of the United States of America~~

and all of said principal and interest bearing interest after maturity at the rate of 12% per cent 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 Marshall J. Auerbach & Associates, Ltd., 180 North LaSalle Street, Suite 2720 in said City,

NOW, THEREFORE, the Mortgagors to secure 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, 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 Village of Willow Springs COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:

Lot 24 in Maple Hill Unit #2 being a subdivision of part of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 38 North, Range 12.

TAX # 18-31-207-008

refinancing or

In the event of the death of obligor or a sale or transfer of any legal or equitable title of the real estate described herein, the obligation hereunder shall accelerate and become immediately due and payable in full to the holder of the Note which this Trust Deed secures.

11.00

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 on 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 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] *Anne L. Speziale* [SEAL]

[SEAL] _____ [SEAL]

STATE OF ILLINOIS, }
County of COOK } SS. I, CONNIE DOMBROWSKI
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
ANNE L. SPEZIALE

who _____ 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 she signed, sealed and delivered the said Instrument as DEC free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of October, 1985.

Connie Dombrowski Notary Public

85 218 818

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PLACE IN RECORDER'S OFFICE BOX NUMBER 1

Chicago, Illinois 60601
180 North LaSalle Street, Suite 2720
Marshall J. Auerbach & Associates, Ltd.

8234 Scenic Drive
Woodstock Springs, Illinois
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

85 218 818

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD, THE PRINCIPAL NOTE SECURED BY CHICAGO TITLE AND TRUST COMPANY SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY.

CHICAGO TITLE AND TRUST COMPANY, Trustee
Identification No. _____

Assistant Secretary

1. The provisions of this Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed. The provisions of the Trust and Trustee Act of the State of Illinois shall be applicable to this trust deed.

2. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness hereon has been paid in full and that the trust deed and the lien thereon are a nullity. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness hereon has been paid in full and that the trust deed and the lien thereon are a nullity.

3. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may release its liability to the extent of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may release its liability to the extent of its own gross negligence or misconduct or that of the agents or employees of Trustee.

4. Trustee shall have the right to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may release its liability to the extent of its own gross negligence or misconduct or that of the agents or employees of Trustee.

5. Trustee shall have the right to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may release its liability to the extent of its own gross negligence or misconduct or that of the agents or employees of Trustee.