

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 3, 1985, between Avram Bogojel and Maria Bogojel, his wife

19 85, between Avram Bogojel and

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

THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Sulzer Family Foundation, an Illinois Not-for-Profit Corporation

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 3, 1985 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) per cent per annum in instalments (including principal and interest) as follows:

Two Thousand Seven Hundred Twenty Six and 13/100 (\$2,726.13) Dollars or more on the 3rd day of January 1986, and Two Thousand Seven Hundred Twenty Six and 13/100 Dollars or more on the 3rd 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 3rd day of December, 1995. 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 15 per cent per annum, and all 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 Hoellen, Lukes & Halper, 1940 W. in said City, Irving Park Road, Chicago, Illinois 60613

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 successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 19 and 20 in Block 3 in Ingledown Addition to Ravenswood, a Subdivision of the South 21.37 acres of the North 31 acres of the Southeast 1/4 of the Southeast 1/4 of Section 7, and the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

Commonly known as 4893-99 N. Hermitage Avenue/1719-33 West Ainslie Street, Chicago, Illinois

PIN - 14-07-422-001-0000

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 3 pages. The covenants, conditions and provisions appearing on pages 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.

Avram Bogojel (SEAL) Maria Bogojel (SEAL)

STATE OF ILLINOIS, I, Anthony S. Zito Jr, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Avram Bogojel and Maria Bogojel, his wife

who are personally known to me to be the same persons whose name 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.

Given under my hand and Notarial Seal this 3rd day of December 1985.

Notarial Seal

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RIDER TO TRUST DEED DATED DECEMBER 3, 1985

FUNDS FOR TAXES AND INSURANCE. At the option of the Holders of the Note, Mortgagors shall pay to Holders of the Note on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust and ground rents on the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, if any, all as reasonably estimated initially and from time to time by the Holders of the Note on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Holders of the Note shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Holders of the Note shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Interest on the Funds shall be paid to Mortgagors. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Holders of the Note, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagors' option, either promptly repaid to Mortgagors or credited to Mortgagors on monthly installments of Funds. If the amount of the Funds held by the Holders of the Note shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagors shall pay to Holders of the Note any amount necessary to make up the deficiency within thirty days after notice from Holders of the Note to Mortgagors requesting payment thereof.

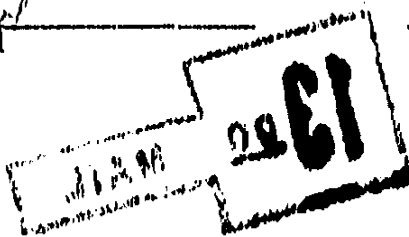
Upon payment in full of all sums secured by this Deed of Trust, Holders of the Note shall promptly refund to Mortgagors any Funds held by Holders of the Note.

Avram Bogojel

Avram Bogojel

Marla Bogojel

Marla Bogojel



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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.25
#11111 TRAN 0945 12/05/85 09:11:00
#1617 # 6 * 85-310401

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