

TRUST DEED

FORM NO. 7 REVISED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made November 20th 19 85, between

John P. Tofano and Audrey H. Tofano, his wife

herein referred to as "Mortgagors", and

THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS,

an Illinois corporation doing business in Arlington Heights, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

-----SEVENTY THOUSAND AND NO/100ths----- Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 20, 1985 on the balance of principal remaining from time to time unpaid at the rate of 11.5 per cent per annum due on February 16, 1985

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; and all of said principal and interest being made payable at such banking house or trust company in ARL. Hts., 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

The Bank & Trust Company of Arlington Heights in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Fairview Gardens, being a subdivision of part of the West 1/2 of the East 1/2 of the Southeast 1/4 and part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Tax No: 03-35-411-009

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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, water, 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, indoor 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 soul... of Mortgagors the day and year first above written.

John P. Tofano (Signature) [REAL]

Audrey H. Tofano (Signature) [REAL]

STATE OF ILLINOIS, I, J. H. Diehl, as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook, John P. Tofano and Audrey H. Tofano

who 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 20th day of Nov. A.D. 19 85.

(Signature) Notary Public.

STREET 900 E. Kensington Road
CITY Arlington Heights, IL 60004

NAME THE BANK & TRUST CO. ARL. HTS.

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.
THE ORIGINAL NOTE SECURED BY THIS TRUST DEED SHOULD
BE DEPOSITED WITH THE BANK & TRUST COMPANY OF ARLINGTON
HEIGHTS, TOGETHER BEFORE THE TRUST DEED IS FILED FOR
RECORD.

by *M. J. ...*
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS,
as Trustee,
hereby under Identification No. *3027*
The instrument now mentioned in the within Trust Deed has been identified.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without water, and free from machinery or other liens or claims for damage to the premises; (3) keep any buildings or improvements now or hereafter on the premises in good repair, and (4) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagee shall pay before any penalty attached all general taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate certificates of the taxes and charges.
- Mortgagee shall keep all improvements on the premises insured against loss or damage by fire, lightning, and other causes in the manner provided by statute, any tax or assessment.
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