

UNOFFICIAL COPY

TRUST DEED

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86538483

CHICAGO

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 10, 1986, between MIDWEST BANK AND TRUST COMPANY, as Trustee, under Trust Agreement dated August 21, 1986, and known as Trust No. 85-08-4790, MICHAEL A. ZITO and WILLIAM M. SWAN,

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

ONE HUNDRED TWENTY THOUSAND and NO/100 (\$120,000.00) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER OR MILDRED STUTZ

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows:

ONE HUNDRED TWENTY THOUSAND and NO/100 (\$120,000.00) ----- Dollars

on the 10th day of November, 1987, and

Dollars or more on the day of each thereafter, to and including the day of

with a final payment of the balance due on the day of 19 with

interest from November 10, 1986, on the principal balance from time to time unpaid at the rate of TEN per

cent per annum; each of said installments of principal bearing interest after maturity at the rate of FORTY-SEVEN per cent per annum,

and all of said principal and interest being made payable at such banking house or trust company in

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 MILDRED STUTZ, 137 Billings Court, Bloomingdale, IL 60108 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 cash 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 River Forest, COUNTY OF COOK AND STATE OF ILLINOIS

to wit

Permanent Real Estate Lock Number: 15-12-221-004 ALL - T.G

LOTS 9 AND 10 IN BLOCK 2 IN HARLEM, BEING A SUBDIVISION BY JOHN S. QUICK OF PART OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS TRUST DEED IS A SECOND MORTGAGE

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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, to full 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 thereon 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, door coverings, mador 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 claims 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.

SEE EXEMPTORY RIDER ATTACHED TO AND MADE PART HEREOF

WITNESS the hand and seal of Mortgagors the day and year first above written

Midwest Bank & Trust Company, Trustee, 85-08-4790 & NOT

personally.

Attest: [Signature] by Angela McClain [SEAL]

STATE OF ILLINOIS, Shirley Palazzo

County of COOK } A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Angela McClain Asst. Trust Officer & Chester Szyska Asst. Cashier

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

Given under my hand and Notarial Seal this 11th day of November, 1986

[Signature] Notary Public

Notarial Seal

5113724 (RMS)

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Trust Deed

, DATED 11/10/86

EXECUTED BY MIDWEST BANK & TRUST COMPANY AS TRUSTEE,

C/T/A = 85-08-4790

It is expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of the trustee are made and intended, not as personal representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property and this document is executed and delivered by said Midwest Bank & Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank & Trust Company on account of any representation, covenant, undertaking or agreement therein contained, whether expressed or implied, and such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

Property of Copyrights

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- 85088 75PM 2254 11/10/86 14 35.00
24199 # 9 * 85-538483
DOOR COURT RECORDS

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