

UNOFFICIAL COPY

#105-4883

TRUST DEED

AUG-18-86 46323 86360201 A - Rec

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, MADE August 4, 1986 between Phillip P. Geraci & Sadie M. Geraci (his wife)

PARKWAY BANK herein referred to as Mortgagee, and ~~XXXXXXXXXX~~ AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagees 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 ** 6,000.00 **

SIX THOUSAND & 00/100 * * * * * Dollars, evidenced by one certain Instalment Note of the Mortgagees of even date herewith, made payable to THE ORDER OF BEARER PARKWAY BANK & TRUST COMPANY

and delivered, in and by which said Note the Mortgagees promise to pay the said sum and interest from August 4, 1986 on the balance of principal remaining from time to time unpaid at the rate of 11.01 percent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED THIRTY & 93/100 * * * * * Dollars or more on the 15th day of September 1986 and ONE HUNDRED THIRTY & 93/100 * * * * * Dollars or more on the 15th 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 15th day of August, 1991. 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 11.01 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights 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 PARKWAY BANK & TRUST COMPANY in said City.

NOW THEREFORE, the Mortgagees 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 Mortgagees 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, lying and being in the Village of Harwood Heights COUNTY OF ILLINOIS AND STATE OF ILLINOIS, to wit:

Lot 4 in Block 1 in Volk Brothers Montrose Ridge, A Subdivision of the Northeast fractional 1/4 of Section 18, Township 40 North, Range 13, lying east of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX NO: 13-18-202-018

NOTARY PUBLIC PREPARED BY: M. J. STEINBER 4025 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

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 Mortgagees 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, ladder beds, awnings, stoves, 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 mortgagees 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 Mortgagees 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 mortgagees, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagees the day and year first above written. x Phillip P. Geraci [SEAL] x Sadie M. Geraci [SEAL] Phillip P. Geraci Sadie M. Geraci [SEAL] [SEAL]

STATE OF ILLINOIS, I, the undersigned ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Phillip P. Geraci & Sadie M. Geraci (his wife)

who are personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as thier free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of August 19 86.

Notarial Seal Gargia A. Starnale Notary Public

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18 AUG 26 1986

Halwood Hts., IL 60630

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PLACE IN RECORDERS OFFICE BOX NUMBER

4530 N. Natican

Halwood Heights, IL 60656

FOR RECORDERS INDEX, BINDER, INSERT STRIP, INDEX OR ABOVE DESCRIBED VENDOR HERE

TO: RKMAY BANK & TRUST COMPANY, 80 N. Hallem

Identification No. 2392

IMPORTANT! THE PROTECTION OF BOTH THE BORROWER AND TRUST SHOULD BE IDENTIFIED BY CHICAGO TITLE TRUST COMPANY, TRUSTEE, BEFORE THE TRUST IS RECORDED FOR RECORD.

1. Mortgages shall (promptly) repair, restore or rebuild any buildings or improvements now or hereafter on the premises... 2. Mortgages shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default thereon, Trustee or the holder of the note may, but need not, make full or partial payments of principal or interest on prior commitments... 5. The Trustee or the holder of the note hereby secured making any payment hereon shall have the right to pay the amount of such bill... 6. The Trustee or the holder of the note hereby secured shall have the right to pay the amount of such bill... 7. When the time for payment of principal or interest on the note, or both, when default shall occur and continue for three days in the... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such fees as are mentioned in the preceding paragraph hereof... 9. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interlocking same in an action at law upon the note hereby secured... 10. 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 is Trustee obligated to record this trust deed or to exercise any power herein unless expressly obligated by the terms hereof, nor is Trustee liable for any act or omission hereunder... 11. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release, receipt and acknowledgment of satisfaction in full and the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, release, receipt and acknowledgment of satisfaction... 12. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages... 13. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages... 14. Trustee may record in writing filed in the office of the Recorder of Deeds of this county in which the instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of this county in which the instrument was recorded or filed, in case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of this county in which the instrument was recorded or filed... 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages... 16. The provisions of this trust deed, the provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable in this trust deed, in case of a default, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed in effect when the release is made... 17. The provisions of this trust deed, the provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable in this trust deed, in case of a default, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed in effect when the release is made... 18. The provisions of this trust deed, the provisions of the Trust and Trustee's Act of the State of Illinois shall be applicable in this trust deed, in case of a default, Trustee or successor shall be entitled to reasonable compensation for any other act or service performed in effect when the release is made...

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