

## TRUST DEED



F.A.B.C.P.

1986 AUG 22 PM 2:36

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made AUGUST 19

19 86, between

Leokratis Cios and Dimitrula Cios, his wife

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

ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) -----

Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 19, 1986 on the balance of principal remaining from time to time unpaid at the rate of see rider per annum in instalments (including principal and interest) as follows: ----- attached

Dollars or more on the ----- day  
of ----- 19 ----- Dollars or more on  
the ----- day of each ----- 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 ----- day of ----- At 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 ----- 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 NATIONAL BANK OF GREECE, S.A. in said City, CHICAGO BRANCH

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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 4 FEET OF LOT 508 AND LOT 509 (EXCEPT THE EAST 2 FEET THEREOF) IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 2, BEING A SUBDIVISION OF THAT PART LYING EAST OF SANITARY DISTRICT RIGHT OF WAY OF THE SOUTH  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

TAX. I.D. #13-12-118-044-0000 *see* COMMON ADDRESS: 2925 W. BERWYN AVENUE  
THIS IS A JUNIOR MORTGAGE (2nd MORTGAGE) CHICAGO, IL 60625

12 00

THIS DOCUMENT PREPARED BY: NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH

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/or in 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, 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 seal \_\_\_\_\_ of Mortgagors the day and year first above written.

[ SEAL ] *Leokratis Cios* [ SEAL ][ SEAL ] *Dimitrula Cios* [ SEAL ]

STATE OF ILLINOIS.

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SS.

I, Helen D'Iorio  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
THAT Leokratis Cios and Dimitrula Cios, his wife

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

Helen D'Iorio  
Given under my hand and Notarial Seal this  
Notary Public State of Illinois  
My Commission Expires May 23, 1990

12 day of August 19 86.

Helen D'Iorio Notary Public

Notarial Seal

86371002

**UNOFFICIAL COPY**

**UNOFFICIAL COPY**

MAIL TO: NATIONAL BANK OF  
168 NORTH MICHIGAN  
CHICAGO, IL 60601

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# UNOFFICIAL COPY

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## RIDER I

The principal sum of One Hundred Thousand (\$100,000.00) Dollars, with interest on the unpaid principal balance from the date of this Note until paid, at the rate per annum equal to two (2%) per cent above the Bank's prime rate, and after payment is due, then, at the rate per annum equal to four (4%) above the Bank's prime rate provided that in no event (before or after payment is due) shall the interest be less than ten (10%) per cent per annum. The interest rate shall change when the Bank changes the prime rate, and shall be computed on a 360-day year basis for the actual number of days elapsed. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate, except as herein provided.

Principal and interest shall be payable at 168 North Michigan Avenue, Chicago, Illinois, or such other place as the Note holder may designate as follows:

- a. The interest calendar quarterly.
- b. The principal on February 17, 1987 plus any accrued interest

The term "Bank" refers to the National Bank of Greece, S.A., Chicago Branch.

Leokratis Cios

Dimitrula Cios

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Property of Cook County Clerk's Office

RECORDED  
10/20/08