

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS 87462724  
FILED FOR RECORD

TRUST DEED

1987 AUG 21 AM 11:56

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CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 14, 19 87, between AMELIO P. MICHELI and LOUISE MICHELI, his wife, of Medford Massachusetts

herein referred to as "Mortgagors," and KAREN E. LINDEN, of Glenview, 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 FOUR THOUSAND FIVE HUNDRED EIGHTY THREE AND 33/100 (\$4,583.33)

-----Dollars, evidenced by one certain Instalment 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 1987, on the balance of principal remaining from time to time unpaid at the rate of nine (9) percent per annum in instalments (including principal and interest) as follows: THIRTY-SIX AND

90/100 (\$36.90)-----Dollars or more on the 1st day of 1987, and THIRTY SIX AND 90/100 (\$36.90)-----Dollars or more on

the 1st 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 1st day of 1992. 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 18% per annum, and all of said principal and interest being made payable at such banking house or trust company in Glenview, 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 Karen E. Linden 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 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 village of Hanover Park COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

13.00

The Lien of this Trust Deed is junior and subordinated to the lien of the Mortgage dated 8/14/87 made by Mortgagors to Wells Fargo Credit Corporation on the premises in the principal amount of \$550,000.00, bearing interest at the rate of 10.85% and due August 18, 1997.

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 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.

Mary E. Sudwar (SEAL) Amelio P. Micheli (SEAL)  
Witness (No Book) (SEAL) Louise Micheli (SEAL)

STATE OF MASSACHUSETTS 1. JAMES G. HAZZAR  
County of Essex SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT AMELIO P. MICHELI and LOUISE MICHELI, his wife,

who are personally known to me to be the same person as 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 14th day of August, 19 87.

Notarial Seal

James G. Hazzar Notary Public

7710042646 A 233532 (E)

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LEGAL DESCRIPTION

7211 Astor, Building E

PARCEL I:

THE SOUTH 30.00 FEET OF THE NORTH 584.50 FEET OF LOT 5 IN BLOCK 15 OF UNIT 5 HANOVER GARDENS 1ST ADDITION, BEING A SUBDIVISION OF BLOCKS 9 AND 15 OF UNIT 3, HANOVER GARDENS 1ST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL I AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 22,520,450 AND CREATED BY DEED FROM HANOVER BUILDERS INC. TO GROH CORPORATION DATED JANUARY 18, 1974 AND RECORDED FEBRUARY 11, 1974 AS DOCUMENT NUMBER 22,625,637 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

*FDO*  
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