



# UNOFFICIAL COPY

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TRUST DEED

10009828

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 16  
Stella V. Tarnowski, his wife

1988, between Thaddeus A. Tarnowski and

PARKWAY BANK  
herein referred to as "Mortgagors," and ~~CHICAGO BANK 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

FORTY THOUSAND AND NO/100ths ----- 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Base + 1% percent per annum in instalments (including principal and interest) as follows:

Eight Hundred Thirty Three & 33/100ths plus Interest Dollars or more on the 5th day of November interest  
of November 1988, and Eight Hundred Thirty Three & 33/100ths - - - - Dollars or more on the 5th day of each and every 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 5th day of October 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 Base + 4% 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 First State Bank of Chicago 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 Township of Norwood Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 146, in Monterey Manor 2nd Addition, a Subdivision of Lots 11 and 12, and parts of Lots 9 and 10 in Penoyer's and Others' Subdivision of Lots 1, 2, 3, and 4 in the Subdivision of the Estate of James Penoyer in Sections 1, 2, 11 and 12 in Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

5672 N. Courtland, Norwood Park, IL.  
Permanent Index No. 12-02-422-012-0000

THIS INSTRUMENT PREPARED BY  
ARMELLA A. RATAJ

4600 NORTH HARLEM AVENUE  
HARLEM HEIGHTS, IL 60656

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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 thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, in duding (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(s) and seal(s) of Mortgagors the day and year first above written.

*Thaddeus A. Tarnowski*  
(Thaddeus A. Tarnowski)

[ SEAL ]

*Stella V. Tarnowski*  
(Stella V. Tarnowski)

[ SEAL ]

[ SEAL ]

STATE OF ILLINOIS,

County of Cook

I, the undersigned

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Thaddeus A. Tarnowski and Stella V. Tarnowski

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

ADBRY PIGGYBANK act for the uses and purposes therein set forth.

NOTARY PUBLIC STATE OF ILLINOIS

MY COMM. EXP. AUG. 12, 1998

Given under my hand and Notarial Seal this 16th day of September 1988.

*Audrey Richmond*  
Notary Public

Notarial Seal

