

TRUST DEED UNOFFICIAL COPY

88595238

THIS INSTRUMENT PREPARED BY:
REPUBLIC BANK OF CHICAGO
6501 S. PULASKI ROAD
CHICAGO, IL. 60629

NO. 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made DECEMBER 15 1988, between

ARTHUR J. LA GESSE

herein referred to as "Mortgagors", and REPUBLIC BANK OF CHICAGO, an Illinois Banking 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

SIXTY-FIVE THOUSAND NINE HUNDRED SEVENTY-NINE AND 60/100 (\$65,979.80) evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF

REPUBLIC BANK OF CHICAGO

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 11.501 percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND NINETY-NINE AND 66/100 (\$1099.66) Dollars or more on the 15TH day of JANUARY 1989 and ONE THOUSAND NINETY-NINE AND 66/100 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 DECEMBER 1993 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 11.501 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 REPUBLIC BANK OF CHICAGO in said City, 6501 S. PULASKI

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 COUNTY OF FRANKLIN PARK AND STATE OF ILLINOIS, to wit:

COOK

P.I.N. 12-21-324-122

AKA: 3220 Louis, Franklin Park, IL

LOT 57 & 58 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 53 IN THIRD ADDITION TO FRANKLIN PARK IN THE SOUTH 1/2 OF SECTION 21 AND THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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 buildings without restricting the foregoing), screens, window shades, storm doors and windows, floor 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.

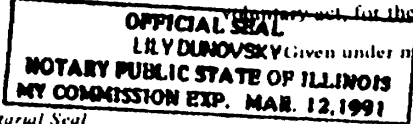
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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.

Arthur J. La Gesse [SEAL]
ARTHUR J. LA GESSE [SEAL]

STATE OF ILLINOIS, I, Lily Dunovsky
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK THAT ARTHUR J. LA GESSE
who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and



Lily Dunovsky Notary Public
Given under my hand and Notarial Seal this 20th day of December 19 88

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