



TRUST DEED

UNOFFICIAL COPY

88100707

M.D.

CTTC 1

1988 MAR -9 PM 3:53

88100707

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 26 1988 between Michael D. Ansani and Lynne M. Ansani, husband and wife,; and Parkway Bank & Trust Company, not personally, but as Trustee under Trust Agreement No. 8693, dated February 11, 1988

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Seventyfive Thousand (\$75,000.00)

DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Concetto Maenza

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on September 1, 2017 with interest thereon from March 1, 1988 until maturity at the rate

as stated ~~per cent per annum, payable semi-annually on the~~ day of and of in each year, all of said principal and interest bearing interest after maturity at the rate of per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 Concetto Maenza, 1925 Roosevelt Road, Broadview, Illinois 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 24 IN SUB-BLOCK 2 IN BLOCK 8 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/2 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 717 S. Carpenter, Chicago, Illinois

P.I.N. 17-17-412-004-0000

G-H-105m



88100707

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.

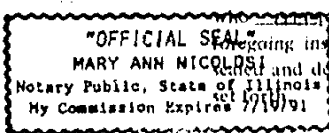
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the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

Michael D. Ansani [SEAL] *Lynne M. Ansani* [SEAL]
Michael D. Ansani Lynne M. Ansani

STATE OF ILLINOIS,)
) SS. I, MARY ANN NICOLosi
County of Cook) a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Michael D. Ansani and Lynne M. Ansani



who is personally known to me to be the same person s whose name s are 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 given under my hand and Notarial Seal this 26th day of February, 1988.

Notarial Seal

Mary Ann Nicolosi Notary Public

UNOFFICIAL COPY

Chicago Title & Trust Co. Chicago #500

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD... IMPORTANT!

CHICAGO TITLE AND TRUST COMPANY Trustee

ATTSET

As Trustee as aforesaid and not personally PARKWAY BANK AND TRUST COMPANY OF CHICAGO

1. Mortgages shall promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed... 2. Mortgages shall pay before any penalty attached against the premises when due, and shall upon written request, furnish to the holder of the note duplicate receipts... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm... 4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances...

20700155

UNOFFICIAL COPY

1997/07

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY) hereby warrants that it possesses full power and authority to execute this instrument, and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided for by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

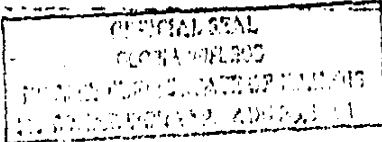
By [Signature] Sr. VICE-PRESIDENT-TRUST OFFICER
Attest [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

ss.

[Signature] the undersigned
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
J. H. SCHREIBER Sr. Vice-President-Trust Officer

ROSANNE DUPASS
of Parkway Bank And Trust Company, Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 4th
day of March A.D. 19 88

[Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. [Number]
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
[Signature] Trustee
ASST. SECRETARY

55106707

UNOFFICIAL COPY

Property of Cook County Clerk's Office