



UNOFFICIAL COPY

TRUST DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

88378922

This document prepared by  
Beth Wendland for First  
Security Trust & Savings Bank 7315 W.  
Grand Avenue Elmwood Park, IL 60635

1988 AUG 19 PM 2:25

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 6, 1988, between Frank DiCosola and Mildred DiCosola, his wife and James DiCosola and Emily DiCosola 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 Ninety Thousand and 00/100-----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 10 1/2 per cent per annum in instalments (including principal and interest) as follows:

One Thousand Eight Hundred Ninety Six & 93/100----- Dollars or more on the 15th day of September 19 88, and One Thousand Eight Hundred Ninety Six & 93/100-----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 August, 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 10 1/2 per annum, and all of said principal and interest being made payable at such banking house or trust company in Elmwood Park 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 Security Trust & Savings Bank 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 Franklin Park COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 9 and 10 in Block 10 in Frank N. Gage's Addition to Franklin Park, a subdivision in the South West 1/4 of the South West 1/4 of Section 22, and the South East 1/4 of the South East 1/4 of Section 21, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill.

P. I. N.: 12-21-424-003-00 00  
12-21-424-004-0000

Commonly known as: 9714-20 Pacific Avenue Franklin Park, IL 60131

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 hands and seals of Mortgagors the day and year first above written.

Mildred DiCosola [SEAL] Emily DiCosola [SEAL]  
Frank DiCosola [SEAL] James DiCosola [SEAL]

STATE OF ILLINOIS,

I, James R. Andrie

County of DuPage

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frank DiCosola and Mildred DiCosola, his wife and James DiCosola and Emily DiCosola his wife

who are personally known to me to be the same person s whose names are 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.

Notary Public, State of Ill. Given under my hand and Notarial Seal this 6th day of August 19 88.

My Commission Expires July 7, 1993

James R. Andrie Notary Public

Notarial Seal

143876 71-73-747 DB

12.00

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

IMPORTANT: FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY, Identification No. 725218 By Assistant Secretary/Assistant Vice President

1. Mortgages shall be kept in good condition and repaired, without waste, and without from mechanical or other items... 2. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate office without inquiry into the accuracy of such bill...

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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