

TRUST DEED

761052

1989 OCT 31 4:25

89519355

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 31, 1989, between DON SUSINKA, A BACHELOR

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 THIRTY NINE THOUSAND THIRTY AND NO/100 (\$139,030.00)-----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~HOWARD E. WILLIAMS AND JAYE J. WILLIAMS, HIS WIFE, AS JOINT TENANTS,~~ and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 31, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (including principal and interest) as follows: ONE THOUSAND TWO HUNDRED TWENTY AND 05/100 (\$1,220.05)-----

Dollars or more on the 1st day of ~~December~~ 1989, and ONE THOUSAND TWO HUNDRED TWENTY AND 05/100 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 November, 1996. 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 Melrose Park, Illinois, as the holders of the note may, from time to time, in writing appoint, ~~and make no record of same for the purpose of recording the same.~~

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 RIVER GROVE COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOTS 2, 3 AND 4 IN N. TRUMBULL'S BELDEN AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 150 FEET OF THE NORTH 480 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.R.I.N. 12-35-102-025-0000  
12-35-102-026-0000  
12-35-102-027-0000

13.00

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 also 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.

\_\_\_\_\_| SEAL | *Don Susinka* | SEAL |  
DON SUSINKA  
\_\_\_\_\_| SEAL | \_\_\_\_\_ | SEAL |

STATE OF ILLINOIS, } I, JOHN T. CARR  
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DON SUSINKA, A BACHELOR

who is personally known to me to be the same person whose name is 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 voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC, STATE OF ILLINOIS Under my hand and Notarial Seal this 31st day of October 1989.

My Commission Expires Mar. 19, 1993

Notarial Seal

72-27-313 D1 (2)

89519355



RIDER TO TRUST DEED (CTTC 7)  
BETWEEN  
DON SUSINYA (MORTGAGOR) AND  
CHICAGO TITLE AND TRUST COMPANY (TRUSTEE)  
DATED OCTOBER 31, 1989

17. If the Mortgagor shall cause or permit the transfer of any legal or equitable interest in the real estate which is described in this Trust deed or enter into any contract for the sale of said real estate or any part thereof, the holder of this Note may at said holder's option, without prior notice, declare the then remaining principal balance of this Note immediately due and payable.

89519355

  
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BY

Property of Cook County Clerk's Office