



TRUST DEED

89078180

CTTC 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE February 2 19 89, between Joseph Spizzirri and Jennie Spizzirri (his wife)

PARKWAY BANK

herein referred to as Mortgagors," and ~~STOCK EXCHANGE~~ 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 **\$40,000.00**

**Forty Thousand and 00/100 Dollars* * * * * 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 sum and interest from February 2, 1989 on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum in instalments (including principal and interest) as follows:

Eight Hundred Ninety Eight and 15/100 Dollars or more on the 15th day of March 19 89, and Eight Hundred Ninety Eight and 15/100 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 February, 1994. 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 12.25% per annum and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights 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 Parkway Bank and Trust Company 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 \$40,000.00 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, to wit: Real Estate and all of their estate, right, title and interest therein, lying and being in the City of Chicago, Cook County, Illinois, to wit:

Cook AND STATE OF ILLINOIS, to wit: 17222 TRAM 504 U.S. ROAD 14:53:00 \$12.25 \$1232 \$ 13 W-539-0273 1.12.00 COOK COUNTY RECORDER

The West 7.0 feet of Lot 14 and the East 41.0 feet of Lot 13 in Block 10 in Albert J. Schorsch and Sons Cumberland Terrace, being a Subdivision of part of the North East 1/4 of Section 11 and part of the North West 1/4 of Section 12 Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NO: 12-11-215-074

8358 W. Catherine, Chicago, IL THIS INSTRUMENT PREPARED BY ARMELLA A. RATAJ 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

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 parly 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, radiator beds, awnings, stoves, heaters or 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.

Joseph Spizzirri [SEAL] Jennie Spizzirri [SEAL] [Signature]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph Spizzirri and Jennie Spizzirri

who are personally known to me to be the same person S whose name S 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

NOTARY PUBLIC STATE OF ILLINOIS DOROTHY R. BARRIAS NOT COMMISSION EXP. JAN 16, 1992

Notarial Seal this 2nd day of February 1989 [Signature] Notary Public

RE Title Services # R2-5254

89078180

