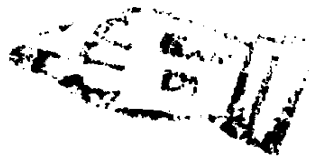


# UNOFFICIAL COPY

89128346



## TRUST DEED



CTTC 7

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made **March 1** 19 **89**, between **GIUSEPPE AIELLO AND SHEILA AIELLO, his wife**

herein referred to as "Mortgagors," and

**BANK OF COMMERCE & INDUSTRY**

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 Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of **THREE HUNDRED SIXTEEN THOUSAND THREE HUNDRED NINETY SEVEN AND 70/100** Dollars, evidenced by one certain Note of the Mortgagors of even date herewith, made payable to

**BANK OF COMMERCE & INDUSTRY**

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from **March 1, 1989** as follows: **In Thirty Five (35) monthly payments including principal and interest of \$7,000.00 beginning April 1, 1989 and a final payment of all unpaid principal and accrued interest on March 1, 1992. Interest shall accrue at the rate of 2 1/8 per annum plus the base commercial rate of Harris Trust & Savings Bank as announced from time to time, such rate to be adjusted when and as such base rate changes and be effective until maturity.**

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 such payment shall be applied to the principal of the note at the rate of **4% plus the base commercial rate as defined after maturity** per annum, and all of said principal and interest to be 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 **Bank of Commerce & Industry** 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 **GRANT** 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 **COOK** AND STATE OF ILLINOIS,

**LOT 25 IN BLOCK 4 IN HIGHLAND WOODS UNIT TWO, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

### THIS MORTGAGE IS A SECOND MORTGAGE

P.I.N. 02-18-316-025

1989 MAR 12 3 3 1 5  
\$12.85  
1989 MAR 12 3 3 1 5  
COOK COUNTY RECORDER

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 priority basis and 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) window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of and to constitute, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on 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 Law 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.

STATE OF ILLINOIS, )  
County of COOK )  
Dolores LaBuda  
GIUSEPPE AIELLO  
SHEILA AIELLO

SS a Notary Public in and for and residing in said County, in the State of said ILLINOIS, DO HEREBY CERTIFY THAT **GIUSEPPE AIELLO AND SHEILA AIELLO**

who are personally known to me to be the same persons 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.

Given under my hand and Notarial Seal this 1st day of March, 1989

Notarial Seal

Dolores LaBuda Notary Public

89128346

Handwritten signature

A 007 2344 Rick N

UNOFFICIAL COPY

PLACE IN RECORDERS' FILE BOX NUMBER

5060 Castaway Lane  
DESCRIPTED PROPERTY HERE  
FOR RECORDERS' INDEX PURPOSES  
NEAREST STREET ADDRESS OF ABOVE

CHICAGO, IL 60631  
BANK OF COMMERCE & INDUSTRY  
6100 N. NORTHWEST HIGHWAY

MAIL TO:



BE IDENTIFIED BY THE MOST RECENT RECORD  
IMPORTANT

Identification No. 9891103

This document prepared by:  
Michael Tomczko  
c/o Bank of Commerce & Industry  
6100 N. Noerhgwat Highway  
Chicago, IL 60631

1. The purpose of this instrument is to create a trust for the benefit of the parties named herein. The trust shall be created by the execution of this instrument and shall be subject to the terms and conditions set forth herein. The trust shall be created by the execution of this instrument and shall be subject to the terms and conditions set forth herein. The trust shall be created by the execution of this instrument and shall be subject to the terms and conditions set forth herein.

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THE COVENANTS, CONDITIONS AND PROVISIONS SET FORTH IN ON PAGE 1 (THE RELEASE SIDE OF THIS TRUST DEED)

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