



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 10 1989, between JOSEPH P. CICERO AND NANCY V. CICERO, 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

TWO HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ THE IRVING BANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 10, 1989 on the balance of principal remaining from time to time unpaid at the rate of 17.5\* percent per annum in instalments (including principal and interest) as follows: \*

Interest only - payable monthly Dollars or more on the 1st day of April 1989 and 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 day of DEMAND 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 \* per annum, and all of said principal and interest being 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 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 COUNTY

Cook AND STATE OF ILLINOIS, to wit: \* 17.5% - see terms on Note

Lot 24 in Block 1 in Park Ridge Golf View, a subdivision of the South 10 acres of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Section 22, Township 41 North, Range 12, East of the Third Principal Meridian and the North 1/2 of the vacated alley adjacent to and abutting on the South of said Lot 24, in Cook County, Illinois.

Address of Property: 1010 N. Western, Park Ridge, IL 60068
Permanent Index Number: 09-22-414-011
This instrument prepared by Anthony B. Lamberis, 2956 Central St., Evanston, IL 60201

THIS IS A SECOND MORTGAGE

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, inodor 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 seal of Mortgagors the day and year first above written. JOSEPH P. CICERO [SEAL] NANCY V. CICERO [SEAL]

STATE OF ILLINOIS, I, ANTHONY B. LAMBERIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH P. CICERO AND NANCY V. CICERO, HIS WIFE

Notary Public, State of Illinois, My Commission Expires 8/19/91. I personally known to me to be the same persons, whose names are subscribed to the "OFFICIAL SEAL" foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and not, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of MARCH 1989. Notary Public

MAIL TO: THE IRVING BANK ATTN: JOHN L. PENNY 5900 W. IRVING PARK RD CHICAGO, ILL. 60634

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OR ABOVE DESCRIBED PROPERTY HERE 1010 N. WESTERN

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

1. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 2. Mortgages shall pay before any general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or to holders of the note...

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

728018

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

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