

UNOFFICIAL COPY

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TRUST DEED

762117



CTTC 7
MARCH 2

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made
JAMES R. NICKELATTI AND
MARTHA S. NICKELATTI, HIS WIFE (J)

19 90, between

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

THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS & 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 MARCH 5, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.25 percent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED NINETY FIVE DOLLARS & 30/100 Dollars or more on the 15th day of APRIL 19 90, and THREE HUNDRED NINETY FIVE DOLLARS & 30/100 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 MARCH, 1997. 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 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 The First National Bank of Chicago 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 CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 31 IN JOHN N. MAGON'S SUBDIVISION OF THE WEST PART OF LOT 5 AND OF THE SOUTH 33 FEET OF LOT 3 IN THE ABSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.20
TW444 TRAN 3545 03/14/90 11 12 00
#8856 # D *-90-113997
COOK COUNTY RECORDER

PROPERTY IS COMMONLY KNOWN AS: 1639 N. CLAREMONT, CHICAGO

PERMANENT TAX NUMBER: 14-31-327-012

90113997

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 the con 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 set 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. (S) (S)

WITNESS the hand and seal of Mortgagors the day and year first above written.

James R. Nickelatti [SEAL] [SEAL]
Martha S. Nickelatti [SEAL] [SEAL]

STATE OF ILLINOIS, }
County of Cook } SS. Debra A. Nawrot
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James R. Nickelatti and Martha S. Nickelatti HIS WIFE 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

" OFFICIAL SEAL " DEBRA A. NAWROT, Notary Public, State of Illinois, My Commission Expires 9/6/92 signed, sealed and delivered the said Instrument as their free and under my hand and Notarial Seal this 8th day of March 1990.

Notarial Seal *Debra A. Nawrot* Notary Public

RE: TITLE SERVICES # R 37966

90113997

[Handwritten signature]

UNOFFICIAL COPY

MAIL TO: The First National Bank of Chicago, Chicago, IL 60670-0482

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

1638 N. CLAREMONT

CHICAGO, IL 60647

MAIL TO: The First National Bank of Chicago

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

CHICAGO TITLE AND TRUST COMPANY, Trustee. Assignment No. 762117

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep all premises in good condition and repair, without waste, and free from mechanical or other items... THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

766:1106