

TRUST DEED

UNOFFICIAL COPY



PAID TO CASE

CTTC9

90359351

LOAN AMOUNT \$50,722.48
FINANCE CHARGE \$ 7,608.38
PRINCIPAL SUM \$58,330.86

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 17 1990, between
JOSEPH P. MARCHETTI, JR.,

90359351

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 holder or 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 FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY AND 86/100 (\$58,330.86)-----

----- Dollars,
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF DEBASKER SPALTER FINANCE CO., 8811-33 GROSS POINT ROAD, SKOKIE, IL 60077 (708)675-7720 and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows

FOUR THOUSAND EIGHT HUNDRED SIXTY-ONE AND NO/100 (\$4,861.00) ----- Dollars
or more on the 17th day of AUGUST 19 90 and FOUR THOUSAND EIGHT HUNDRED SIXTY-ONE AND NO/100 (\$4,861.00) Dollars on the 17th day of each month thereafter, to and including the 17th day of JUNE 19 91 with a final payment of the balance due on the 17th day of JULY 19 91 with interest from after maturity on the principal balance from time to time unpaid at the rate of 2% per cent per annum, each of said instalments of principal bearing interest after maturity at the rate of 2% per cent per annum month and all of said principal and interest being made payable at such banking house or trust company in SKOKIE 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 8811-33 GROSS POINT ROAD, SKOKIE, IL 60077 (708)675-7720 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

THAT PART OF BLOCK 33 IN OGDEN'S ADDITION TO CHICAGO, BEING PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 75 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 33 AND THE EASTERLY LINE OF MILWAUKEE AVENUE; THENCE EAST ALONG SAID NORTH LINE, 408.17 FEET TO A POINT 23.89 FEET WEST OF THE NORTH EAST CORNER OF BLOCK 33; THENCE SOUTH PARALLEL WITH THE EAST LINE OF BLOCK 33 A DISTANCE OF 162.68 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 86 DEGREES, 16 MINUTES, 10 SECONDS, MEASURED NORTH TO WEST FROM THE LAST DESCRIBED LINE, A DISTANCE OF 242.29 FEET TO A POINT ON THE EASTERLY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 271.89 FEET SOUTHEASTERLY OF THE POINT OF THE INTERSECTION OF THE EASTERLY LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF SAID BLOCK 33, AS MEASURED ALONG SAID EASTERLY LINE OF MILWAUKEE AVENUE; THENCE NORTH WESTERLY ALONG SAID EASTERLY LINE 223.89 FEET TO THE POINT OF BEGINNING, ALSO ALL THAT PART OF VACATED ALLEYS IN SAID BLOCK 33 WHICH LIES WITHIN THE AFORESAID PROPERTY, ALL IN COOK COUNTY, ILLINOIS and commonly known as 837-911 W. ERIE, CHICAGO, IL.

TAX #: 17-08-235-001; 002; 003; 008; 009; 015; 016; 023; 030; 032; 033; 036; 037

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 therein (which are pledged primarily and of a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or therein 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, inauder 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 of 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.

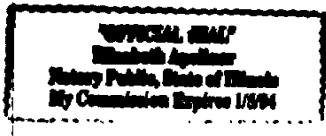
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

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

Joseph P. Marchetti, Jr.
JOSEPH P. MARCHETTI, JR.
STATE OF ILLINOIS,
County of COOK

[SEAL]
[SEAL]
[SEAL]
I, ELIZABETH APOLINAR
SS. A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
JOSEPH P. MARCHETTI, JR.

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.



Given under my hand and Notarial Seal this 17th day of JULY 19 90
Elizabeth Apolinar
ELIZABETH APOLINAR Notary Public

Notarial Seal

90359351

PLACE IN RECORDERS OFFICE BOX NUMBER

UNOFFICIAL COPY

837-911 M. ERIE (VACANT)

SPALTER FINANCE CO
8631-33 CROSS POINT ROAD
SKOKIE, IL 60076

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:

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

CHICAGO TITLE AND TRUST COMPANY
[Signature]

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

1. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, water charges, sewer service charges, or other charges and shall upon written request, furnish to holders of the note duplicate copies of such records. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon.

2. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon.

3. Mortgages shall keep all buildings and improvements now on hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in accordance with the provisions of the policy. Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which is levied on the premises or on any improvements thereon.

4. In case of default, the lender may, but need not, make any payment or perform any act hereunder required to be performed by the mortgagor, and may, but need not, make any payment or perform any act hereunder required to be performed by the mortgagor. The mortgage shall be a first mortgage.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any public statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title of claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages or any other party, the Trustee may, at any time, pay the interest on the note or on any part of the note. The Trustee may, at any time, pay the interest on the note or on any part of the note.

7. When the indebtedness hereby secured shall become due, or when the note shall become due, the Trustee or the holders of the note shall have the right to foreclose the lien hereby secured in any way to foreclose the lien hereby secured. The Trustee or the holders of the note shall have the right to foreclose the lien hereby secured in any way to foreclose the lien hereby secured.

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Including but not limited to purchasing any insurance or paying for any insurance premiums.

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