

# UNOFFICIAL COPY

31635325

TRUST DEED (Illinois)  
For use with Note Form 1448  
(Monthly payments including interest)

The Above Space For Recorder's Use Only

THIS INDENTURE, made November 15, 1991, between John Dimoullis and Elaine Dimoullis, his wife, James E. Berger, herein referred to as "Mortgagors," and

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bank of Lincolnwood

and delivered, in and by which note Mortgagors promise to pay the principal sum of Eight Thousand and no/100 Dollars, and interest from disbursement date on the balance of principal remaining from time to time unpaid at the rate of 9-7/8 per cent per annum, such principal sum and interest to be payable in installments as follows: Two Hundred Dollars on the 15th day of January, 1992, and Two Hundred Dollars on the 15th day of each and every 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 December, 1995; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 13-7/8 per cent per annum, and all such payments being made payable at Bank of Lincolnwood

or at such other place as the legal holder of the note may from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed on any event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the Village of Skokie, County of Cook, AND STATE OF ILLINOIS, to wit:

Lot 18 (except the Southwesterly 2 feet thereof) in Colby-Michaelson-Borris Resubdivision, being a Resubdivision of vacated Conrad Avenue Greenleaf Street, and 16 foot public alley as per plat of vacation and all of lots 1 to 17, both inclusive, in Colby-Michaelson-Borris Subdivision, being a Resubdivision of the South 494.75 feet of that part of lot 2 (measured on the East line of said lot) in William C. Ross' Subdivision of part of the North West quarter of the North West quarter of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, lying Southeasterly of the following described line: Beginning at a point in the East line of said lot 2: 545.50 feet North of the South East corner of said lot, and extending to a point on the South line of said lot, said point being 430.60 feet West of the South East corner of said lot; also that part of said lot 2 in William C. Ross' Subdivision aforesaid, lying North of the said South 494.75 feet of said lot 2 and lying Southwesterly of the afore-described line, in Cook County, Illinois.

which, with TOGETHER so long and said real est gas, water, Stricting the of the foreg all buildings cessors or assigns

profits thereof for id on a party with, ading to supply heat, using without re-water heaters. All of it is agreed that agators or their suc-

TO HAVE and trusts he said rights a This Tru are incorpora Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S)  
SIG. 31

John Dimoullis

Elaine Dimoullis

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, John Dimoullis and Elaine Dimoullis, his wife

"OFFICIAL SEAL"  
CHRISTOPHER W. MARKGRAF  
Notary Public, State of Illinois  
My Commission Expires 5/8/93

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, including the release and waiver of the right of homestead

Given under my hand and official seal, this 15th day of November, 1991  
Commission expires 1993

Notary Public

ADDRESS OF PROPERTY:  
8641 Frontage Rd.  
Skokie, IL.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED  
SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: NAME Bank of Lincolnwood  
ADDRESS 4433 W. Touhy Ave.  
CITY AND STATE Skokie, IL ZIP CODE

OR RECORDER'S OFFICE BOX NO.

DOCUMENT NUMBER  
31635325

1426

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DOCUMENT NUMBER

MAIL TO: NAME Bank of Lincolnwood  
 ADDRESS 4433 W. Touhy Ave.  
 CITY AND STATE Skokie, IL  
 ZIP CODE

SEND SEQUESTERED TAX BILLS TO:  
 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS INSTRUMENT  
 ADDRESS OF PROPERTY: 8641 Frontage Rd. Skokie, IL

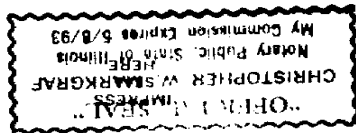
91

19

November day of 19

Given under my hand and official seal, this 15th

Commission expires



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 they free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

in the State of Illinois, I, the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY that John Dimoullis and Elaine Dimoullis, his wife

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

John Dimoullis (Seal)  
 Elaine Dimoullis (Seal)

Witness the hands and seals of Mortgages the day and year first above written.

TO HAVE AND TO HOLD the premises into the said Trustee, its or his successors, and assigns, forever, for the purposes and upon the trusts 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 Mortgages 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgages, their heirs, successors and assigns.

Witness the hands and seals of Mortgages the day and year first above written.

TOGETHER with all improvements, tenements, covenants, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto, (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single unit or centrally controlled) and ventilation, including without restriction the foregoing, screens, window shades, awnings, storm doors and window coverings, under beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises which are physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgages or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises into the said Trustee, its or his successors, and assigns, forever, for the purposes and upon the trusts 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 Mortgages 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgages, their heirs, successors and assigns.

Witness the hands and seals of Mortgages the day and year first above written.

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ILLINOIS, to wit:  
 by acknowledged, signed and sealed by the Mortgages, as contained in the foregoing instrument, and that all provisions and conditions of principal hereon, shall become a part of this instrument, and that all

at the election of Mortgages, the parties thereto, NOW IT IS HEREBY CERTIFIED that the Mortgages, as contained in the foregoing instrument, and that all provisions and conditions of principal hereon, shall become a part of this instrument, and that all

and delivered in and by which note Mortgages promise to pay the principal sum of Eight Thousand and no/100 Dollars, and interest from time to time unpaid at the rate of 9-7/8 per cent per annum, such principal sum and interest to be payable in installments as follows: Two Hundred Dollars on the 15th day of January, 1992, and Two Hundred Dollars on the 15th day of each and every 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 December, 1995. All such payments on account of the indebtedness evidenced by said note to be applied first to unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal to the extent not paid when due to bear interest after the date for payment thereof, at the rate of 13-7/8 per cent per annum.

herein referred to as "Trustee," witnesseth that, whereas Mortgages are jointly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgages, made payable to Bank of Lincolnwood, James E. Berger, herein referred to as "Mortgages," and John Dimoullis and Elaine Dimoullis, his wife, November 15, 1991, between

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FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER THE NOTE SHOULD BE IDENTIFIED BY THE FIRST INITIALS OF THE BORROWER AND SHOULD BE DATED FOR RECORD.

The instrument mentioned in the within Trust Deed has been

This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through the indebtedness of any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed.

Trustee may cause any instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded to be amended or corrected in any manner which may be necessary to carry out the intent and purpose of the instrument.

Trustee shall release this Trust Deed and the lien thereon as soon as the principal note and all interest thereon shall have been paid in full and the principal note and all interest thereon shall have been released and the proceeds of the sale of the premises shall have been distributed to the holders of the principal note and all interest thereon.

Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any power herein unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of his own gross negligence or want of good faith.

Trustee shall be liable for any acts or omissions hereunder, except in case of his own gross negligence or want of good faith.

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